



Rizzetta & Company

Greyhawk Landing Community Development District

Board of Supervisors' Meeting

April 25, 2024

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
239.936.0913**

www.greyhawkcdd.org

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

Greyhawk Landing Clubhouse, 12350 Mulberry Avenue, Bradenton, Florida 34212

Board of Supervisors	Jim Hengel Mark Bush Cheri Ady Scott Jacuk Patty Mathews	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Andrew Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
District Engineer	Rick Schappacher	Schappacher Engineering, LLC

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

April 18, 2024

**Board of Supervisors
Greyhawk Landing
Community Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Greyhawk Landing Community Development District will be held on **Thursday, April 25, 2024, at 6:00 p.m.** at the Greyhawk Landing Clubhouse, located at 12350 Mulberry Avenue, Bradenton, Florida 34212. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS & UPDATES**
 - A. Aquatic Maintenance
 - B. Landscaping Inspection Services Report
 1. Consideration of Proposals received in response to Landscaping and Irrigation Maintenance RFP Tab 1
 - a. Red Tree Landscape Systems
 - b. Sun State Landscape Management, Inc.
 - c. Yellowstone Landscape, Inc.
 - C. Landscape Maintenance
 - D. District Engineer
 - E. Field Manager Tab 2
 - F. District Counsel
 1. District Memorial Policy Tab 3
 - G. District Manager
 1. DM Report Tab 4
 2. Review of Monthly Financial Statements Tab 5
 3. Review of Campus Suite Website Compliance Report, March 2024, 1st Quarter Tab 6
- 4. CONTINUED BUSINESS ITEMS**
 - A. Update Regarding Gate Installation Project and RFID Distribution
 - B. Consideration of Lamppost Painting Proposals Tab 7
 1. Canvas Solutions, LLC
 2. Elite Painting and Design, LLC
 3. Nostalgic Lamppost and Mailboxes Plus
 4. Sunshine Painting, LLC
- 5. BUSINESS ITEMS**
 - A. Discussion and Consideration of Proposal for St. Augustine Sod on Mulberry Tab 8

- B. Discussion and Consideration of Main Gate Proposal to Replace Existing Gate Actuators..... Tab 9
- C. Discussion Regarding Fishing on the Lakes
- 6. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on March 28, 2024, Tab 10
 - B. Ratification of the Operations and Maintenance Expenditures for the Month of March 2024..... Tab 11
 - C. Ratification of Special Assessment Revenue Bonds, Series 2021 (2021 Project), Requisition 56 Tab 12
- 7. **SUPERVISOR REQUESTS**
- 8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (239) 936-0913.

Respectfully,
Belinda Blandon
Belinda Blandon
District Manager

cc: Andrew Cohen: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Tab 1

GreyHawk Landing CDD
Landscape Irrigation Maintenance Services
Request For Proposals
April 2024

Bidders	Redtree Landscape Systems	Sun State Landscape Management	Yellowstone Landscape
Lowest to highest (1 to 3)	1	2	3
(Part 1) General Landscape Maintenance	\$278,000.00	\$322,275.00	\$355,727.00
(Part 2) Fertilization	\$57,450.00	\$24,225.00	\$25,309.00
(Part 3) Pest Control	\$18,000.00	\$5,000.00	\$9,000.00
(Part 4) Irrigation	\$14,250.00	\$20,500.00	\$29,640.00
Total (\$/year) (Contract Amount)	\$367,700.00	\$372,000.00	\$419,676.00
First Annual Renewal	\$367,700.00	\$372,000.00	\$419,676.00
Second Annual Renewal	\$367,700.00	\$372,000.00	\$419,676.00
Three-Year Average	\$367,700.00	\$372,000.00	\$419,676.00

Additional Costs CDD May incur at its discretion			
OTC Injections (To Treat Lethal Bronzing in Palms) (year)	¹ \$200/palm/year	\$600.00	\$600.00
TopChoice Application For Fire Ants (year)	\$28,000.00	\$3,750.00	\$5,900.00
Total Additional Costs CDD May incur at its discretion	\$28,000.00	\$4,350.00	\$6,500.00

Additional Charges			
Storm Cleanup (\$/hour)	\$300.00	\$50.00	\$65.00
Freeze Protection Landscape \$/application	\$2,500.00	² T&M 1st, then labor only	\$50.00
Hand Watering Employee (\$/hour)	\$65.00	\$40.00	\$50.00
Hand Watering Water Truck (\$/hour)	\$650.00	\$125.00	\$175.00
Freeze Protection Irrigation \$/application	\$1,500.00	\$550.00	\$65.00
After Hours Emergency Rate (\$/hour)	\$65.00	\$125.00	\$175.00

GreyHawk Landing CDD
 Landscape Irrigation Maintenance Request For Proposals
 April 2024
 Fertilization Breakdowns

	Fertilizer Quantities & Types (Inc. Herbicides & Insecticides)				
	Bahia	St. Augustine	Ornamentals	Palms	Specialty Plant Material
RedTree Landscape Systems	Feb 2000# complete fertilizer + PreM	Feb 3000# complete fertilizer + PreM	Mar 3000# complete fertilizer	Mar 2250# 8-2-12+4Mg	
	Mar 2000# 2nd application of a PreM	Mar 3000# 2nd application of a PreM	May 3000# complete fertilizer	May 2250# 8-2-12+4Mg	
\$57,450.00	Apr 1000# 8-0-12+4Mg	Apr 1500# Soluble Nitrogen	Oct 3000# complete fertilizer	Oct 2250# 8-2-12+4Mg	did not include any
	May 1000# 8-0-12+4Mg	May 3000# Slow Release Nitrogen		Nov/Dec 2250# 8-2-12+4Mg	Specialty Plant Material
	Oct 1000# 8-0-12+4Mg + PreM	Oct 3000# Slow Release Nitrogen			fertilizer
		Dec 3000# complete fertilizer + PreM			
Sun State Landscape Management	Feb 1200# 15-0-15 *	Feb 1000# 15-0-15 *	Mar 750# 8-0-10	Mar 800# 8-2-12+4Mg	
	Mar 700# 15-0-15 *	Mar 700# 15-0-15 *	May 750# 8-0-10	May 800# 8-2-12+4Mg	
\$24,225.00	Apr 1200# 18-0-18 *	Apr 1000# 18-1-18 *	Oct 750# 8-0-10	Oct 800# 8-2-12+4Mg	did not include any
	May 1200# 18-0-18 *	May 1000# 18-1-18 *		Nov 800# 8-2-12+4Mg	Specialty Plant Material
	Oct 1200# 15-0-15 *	Oct 1000# 15-0-15 *			fertilizer
		Dec 1000# 15-0-15 *			
Yellowstone Landscape	Feb 1250# 20-0-10 + PreM	Feb 1050# 20-0-12 + PreM	Mar 800# 8-0-10	Mar 750# 8-2-12+4Mg	
	Mar (?) # PreM	Mar (?) # Pre M	May 800# 8-0-10	May 750# 8-2-12+4Mg	
\$25,309.00	Apr 700# 8-0-12+4Mg	Apr 600# 21-0-0	Oct 800# 8-0-10	Oct 750# 8-2-12+4Mg	did not include any
	May 700# 8-0-12+4Mg	May 1050# 24-2-11		Nov 750# 8-2-12+4Mg	Specialty Plant Material
	Oct 700# 8-0-12+4Mg + PreM	Oct 1050# 24-2-11			fertilizer
		Dec 1050# 20-0-10 + PreM			

* Pending Soil Sample

"Mar 512# 24-0-10 + PreM" translates to (In March, 512 lbs. of 24-0-10 fertilizer with a Pre-Emergent herbicide will be applied to all Bahia turf)

Fe and Ferrous Sulphate are Iron products that help green up turf and eliminate yellowing without contributing unneeded Nitrogen

Arena is an insecticide effective against Chinch Bug

PreM is a Pre Emergent Herbicide

Stonewall is a Pre Emergent Herbicide

FeSO4 = Ferrous Sulfate (iron)

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR**



**12350 Mulberry Ave.
Bradenton, FL 34212**

PREPARED BY:



**5532 AULD LANE
HOLIDAY, FL 34690**

1.888.RED.TREE

SUBMITTED BY:

**PETER LUCADANO – CEO / OWNER
DAVID LUCADANO, PRESIDENT / OWNER**

APRIL 15, 2024



The New Standard in Landscape Maintenance

1.888.RED.TREE

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

To the Board of Greyhawk Community Development District,

Thank you for inviting us to be part of the bidding process for the Landscape and Irrigation Maintenance Services for Greyhawk Community Development District.

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We affirm that our complete bid submission for Del Webb Bexley CA, Inc. accurately reflects the needs of the community according to the scope of services and specifications as provided in the RFP.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
 REDTREE LANDSCAPE SYSTEMS LLC

Filing Information

Document Number	L17000248407
FEI/EIN Number	82-3591450
Date Filed	12/05/2017
State	FL
Status	ACTIVE

Principal Address

5532 AULD LANE
 HOLIDAY, FL 34690

Changed: 02/04/2019

Mailing Address

5532 AULD LANE
 HOLIDAY, FL 34690

Changed: 02/04/2019

Registered Agent Name & Address

LUCADANO, PETER
 5532 AULD LANE
 HOLIDAY, FL 34690

Address Changed: 02/07/2019

Authorized Person(s) Detail

Name & Address

Title CEO

LUCADANO, PETER
 5532 AULD LANE
 HOLIDAY, FL 34690

Annual Reports

Report Year	Filed Date
2021	02/22/2021
2022	01/26/2022
2023	02/15/2023

Document Images

02/15/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/08/2018 -- ANNUAL REPORT	View image in PDF format
12/05/2017 -- Florida Limited Liability	View image in PDF format

AFFIDAVIT FOR CORPORATION

State of Florida _____

SS:

County of Pasco _____

(title) Peter Lucdano, CEO and Owner
of the RedTRee Landscape Systems, LLC

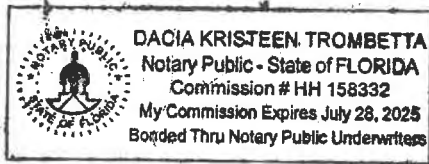
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.



[Signature], CEO
(Officer must also sign here)

CORPORATE SEAL

Acknowledged before me by means of physical presence or online notarization this 10th day of April, 2024, by Peter Lucadano who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: Dacia Trombetta
Commission No.: HH158332
My Commission Expires: _____

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Pasco

Before me, the undersigned authority appeared the affiant, Peter Lucadano, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CEO for RedTree Landscape Systems, LLC (“**Proposer**”) and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of and have reviewed; the Proposer’s proposal (“**Proposal**”) provided in response to the Greyhawk Landing Community Development District proposal for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual within fourteen (14) days after receiving a notice of award or in a timeframe as may be extended by the District.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: none received

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

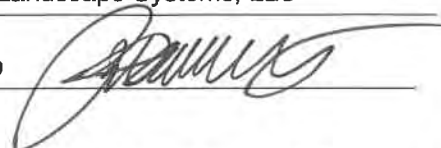
7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Greyhawk Landing Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this 10th day of April, 2024.

Proposer: RedTree Landscape Systems, LLC

By: Peter Lucadano



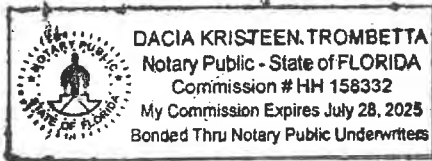
Title: CEO / Owner

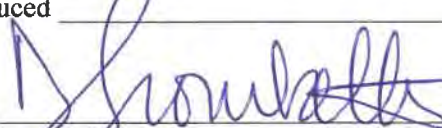
RedTree Landscape Systems, LLC

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of April, 2024, by Peter Lucadano of RedTree Landscape Systems, LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.





Notary Public, State of Florida
Print Name: Dacia Trombetta
Commission No.: HH158332
My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Greyhawk Landing Community Development District.
2. This sworn statement is submitted by RedTree Landscape Systems, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business address is 5532 Auld Lane, Holiday, FL 34690
and (if applicable) its Federal Employer Identification Number (FEIN) is 82-3591450
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
3. My name is Peter Lucadano and my relationship to the entity named above is CEO / Owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

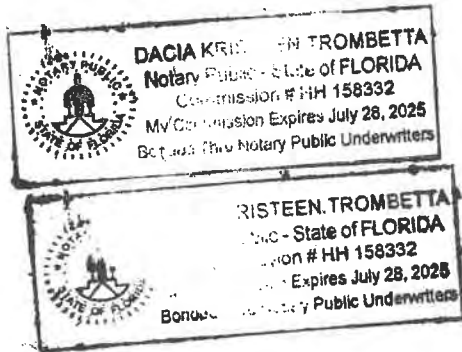
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[CONTINUED ON NEXT PAGE]

[Signature], CEO
Date: April 10, 2024

STATE OF Florida
COUNTY OF Pasco

Acknowledged before me by means of physical presence or online notarization this 10th day of April, 2024, by Peter Lucadano who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: Dacia Trombetta
Commission No.: HH 158332
My Commission Expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Waterlefe Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CEO / Owner for RedTree Landscape Systems, LLC (“Proposer”) and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is: 5532 Auld Lane, Holiday, FL 34690

4. Proposer’s Federal Employer Identification Number (FEIN) is: 82-3591450
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 10th day of April, 2024.

Proposer: RedTree Landscape Systems, LLC

By: Peter Lucadano

[Handwritten Signature] CEO

Title: CEO / Owner

STATE OF Florida
COUNTY OF Pasco

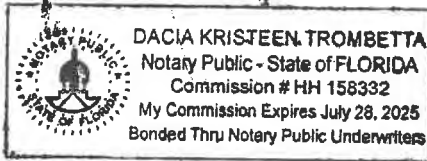
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of April, 2024, by Peter Lucadano, who is personally known to me or who has produced as identification, and did or did not take the oath.

[Handwritten Signature]
Notary Public, State of Florida

Print Name: Dacia Trombetta

Commission No.: HH 158332

My Commission Expires: _____



PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
c/o John R. Toborg, Manager – Landscape Inspection Services Division
on or before Thursday, April 11, 2024, 9:00 a.m. (EST)

TO: Greyhawk Landing Community Development District

FROM: REDTREE LANDSCAPE SYSTEMS, LLC

(Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance for Greyhawk Landing Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM**

I, Peter Lucadano RedTree Landscape Systems
REPRESENTING _____ Company and/or
Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total (INITIAL TERM)	367,700.00 \$ _____ <i>(Contract Total - Parts 1 thru 4)</i>
Annual Total (1st ANNUAL RENEWAL)	367,700.00 \$ _____ <i>(Contract Total - Parts 1 thru 4)</i>
Annual Total (2ND ANNUAL RENEWAL)	367,700.00 \$ _____ <i>(Contract Total - Parts 1 thru 4)</i>

RedTree Landscape Systems, LLC
NAME OF PROPOSER: _____

5532 Auld Lane, Holiday, FL 34690
ADDRESS: _____

(727) 919-3915
PHONE: _____ EMAIL: peteluke@redtreelandscape.systems

SIGNATURE: Peter Lucadano

Peter Lucadano
PRINTED NAME: _____

CEO / Owner
TITLE: _____

April 10, 2024
DATE: _____

**BID FORM (Initial Term)
GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

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 1

General Landscape Maintenance \$ 278,000.00 Yr.

- Storm Cleanup \$ 300.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) _____
 drainage of system and proper insulation of overground components.

\$ 2,500 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**
 \$ 65.00 /hr. for employee with hand-held hose
 \$ 650.00 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ 57,450.00 Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	complete fertilizer + PreM	1 Lb N / 1000SF	2000	\$2,800.00
March	2nd application of PreM	1 Lb N / 1000SF	2000	\$2,800.00
April	8-0-12+4MG	0.5 Lb N / 1000SF	1000	\$1,400.00
May	8-0-12+4MG	0.5 Lb N / 1000SF	1000	\$1,400.00

BAHIA (continued)				

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing “N” or “P” can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing “N” or “P” can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2) Additional application NOT containing “N” or “P” can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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) \$ _____ Yr.
 (if all 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.**

OTC Injections will be performed at the discretion of the District.
(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)
 \$ _____ / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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

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 green highlighted landscaped areas as described in Scope of Services.

\$ _____ / Yr.

Top Choice application will be performed at the sole discretion of the District
(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.)

PART 4

Irrigation (All labor and materials) \$ 14,250.00 /Yr.

Freeze Protection (description of ability) _____ drainage of system and proper insulation of overground components _____ _____ _____
\$ <u>1,500</u> /application <u>(do not include in Irrigation Total or Grand Total)</u>
After hours emergency service hourly rate \$ <u>65.00</u> /hr. (i.e. broken mainlines, pump & wells, etc.)
Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.
SEE ATTACHED _____ _____ _____ _____

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

\$ 367,700 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 367,700.00 /Yr.

SECOND ANNUAL RENEWAL \$ 367,700.00 /Yr.

Contractor/Firm Name RedTree Landscape Systems, LLC

Firm Address 5532 Auld Lane

City/State/Zip Holiday, FL 34690

Phone Number (727) 919-3915 Email Address peteluke@redtreelandscape.systems

Name and Title of Representative Peter Lucadano CEO / Owner

(Please Print)

Representative's Signature *Peter Lucadano*

Date April 10, 2024

ADDENDA – Proposer acknowledges the receipt of Addendum No.’s

1. 4.11.24 2. 4.11.24 3. 4.11.24 4. _____ 5. _____

Dated this 14th day of April, 2024

[END OF SECTION]



IRRIGATION PARTS PRICING AS OF JANUARY 2024

(Subject to change due to rising costs)

HEADS –

- 1804 spray heads \$12.50
- 1806 spray heads \$18.75
- 1812 spray heads \$22.50
- 5004 rotor \$25.00
- 5006 rotor \$45.00

NIPPLES

- Rainbird nozzle \$2.50
- 1/2" close poly nipple \$0.25
- 1/2" x 4" core nipple \$1.00
- 1/2" x 3/4" close nipple \$0.50
- 3/4" X 4" C.O.R.E. \$1.50

MISCELLANEOUS

- KING NUTS \$1.50
- 3/4" X 1" RB \$1.00
- 1/2" MALE ADAPTER \$1.00
- 1/2" FLEX \$1.50 PER FOOT
- ZONE WIRE \$1.25 PER FOOT
- CONCRETE 60 # BAG \$25.00
- 3" X 2" REDUCER BUSHING \$12.50
- 1/2" BXB DRIP 90 \$.75

VALVES

- IRRITROL 2" VALVE \$175.00
- IRRITROL 1 1/2" VALVE \$150.00
- IRIRTROL VALVE1" \$125.00
- RAINBIRD 2" SCRUBBER VALVE. \$300.00

SOLENOIDS

- 1" SOLENOID \$75.00

COUPLINGS

- 1" COUPLING \$1.75
- 3/4" COUPLING \$1.00
- 1/2" COUPLING \$0.50
- 1 1/2" COUPLING \$2.25
- DRIP COUPLER \$0.50
- 3" COUPLER \$75.00

ELBOWS

- 4" PVC SCH 40 ELBOW \$30.00
- 2" PVD SCH 40 ELBOW \$3.50

TEES

- 3/4" SLIP PIPE TEE \$2.50
- 3" TEE \$20.00

HOSE

- PVC VRATEK 1/2 " IPS FLEXPipe HOSE \$1.50 / FOOT
- PVC VRATEK 3/4 " IPS FLEXPipe HOSE \$2.00 / FOOT
- PVC VRATEK 1"IPS FLEXPipe HOSE \$3.25 / FOOT

PIPE

- 4" PVC SCH40 PIPE \$8.50 / FOOT
- 2" PVC SCH 40 PIPE \$3.50 / FOOT

**BID FORM (1st Annual Renewal)
GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: This pricing form is intended to cover pricing for the first annual renewal of the contract. It is assumed that prices will remain the same through each of the remaining potential annual renewal term(s). If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the remaining renewal terms.

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 1

General Landscape Maintenance \$ _____ Yr.

- Storm Cleanup \$ _____/hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) _____

\$ _____/application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**
 \$ _____/hr. for employee with hand-held hose
 \$ _____/hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ _____ Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (continued)				

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing “N” or “P” can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing “N” or “P” can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2) Additional application NOT containing “N” or “P” can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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) \$ _____ Yr.
 (if all 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.**

OTC Injections will be performed at the discretion of the District.
(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)
 \$ _____ / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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

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 green highlighted landscaped areas as described in Scope of Services.

\$ _____ / Yr.

Top Choice application will be performed at the sole discretion of the District.
(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.)

PART 4

Irrigation (All labor and materials) \$ _____/Yr.

Freeze Protection (description of ability) _____ _____ _____ _____ _____ \$ _____/application <u>(do not include in Irrigation Total or Grand Total)</u> After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____

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

\$ _____ / (1st annual renewal)

SECOND ANNUAL RENEWAL \$ _____/Yr.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Email Address _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

**BID FORM (2nd annual renewal)
 GREYHAWK LANDING
 COMMUNITY DEVELOPMENT DISTRICT
 LANDSCAPE & IRRIGATION MAINTENANCE
 REQUEST FOR PROPOSALS**

NOTE: *This pricing form is intended to cover pricing for the second annual renewal of the contract.*

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 1

General Landscape Maintenance \$ _____ Yr.

- Storm Cleanup \$ _____/hr. (do not include in General Landscape Maintenance total or Grand Total) - Freeze Protection (description of ability) _____ _____ _____ \$ _____/application (do not include in General Landscape Maintenance total or Grand Total) - Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$ _____/hr. for employee with hand-held hose \$ _____/hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ _____ Yr.
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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) \$ _____ Yr.
 (if all 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.**

OTC Injections will be performed at the discretion of the District.
(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)
 \$ _____ / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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

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 green highlighted landscaped areas as described in Scope of Services.

\$ _____ / Yr.

Top Choice application will be performed at the sole discretion of the District.
(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.)

PART 4

Irrigation (All labor and materials) \$ _____/Yr.

Freeze Protection (description of ability) _____ _____ _____ _____ _____ \$ _____/application <u>(do not include in Irrigation Total or Grand Total)</u> After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____

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

\$ _____ / (second annual renewal

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Email Address _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____



**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
STARTUP/TRANSITION OPERATIONAL PLAN**

All administration, landscape operations, and staging for this contract, will be based out of

**5532 Auld Lane
Holiday, FL 34690**

Our corporate headquarters are owned by David and Peter Lucadano under the name Depco Visions LLC.

- Located at 5532 Auld Lane, Holiday, FL 34690.
- 17-acre facility with on-site green waste disposal and recycling center.
- Over 20,000 sq. ft. of office and warehouse space.
- Tour of our facility is available by appointment

Crews will leave from our satellite location each morning and arrive at Greyhawk Landing at approximately 8:00AM and work on property until 3:30 PM.

Prior to leaving our base of operations each morning, each crew will partake in the following:

- Weekly safety meetings
- Pre-job prep and safety inspection to check all equipment, vehicles, and supplies.
- Fueling up of all equipment and vehicles.
- Loading up vehicles with ice, water, and supplies.
- Review plans, maps, and work orders for each designated section and scope of services.
- Sharpen and sterilize all mower and hedge trimmer cutting blades, chainsaw blades, and pruner blades.
- Clean vehicles and equipment.
- Dump and dispose of green waste debris from previous day's work.

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (15 Points Possible) (___ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape maintenance staff will include: _____ laborers, _____ supervisors, and _____ technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborist or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Irrigation Maintenance staff will include: _____ laborers, _____ supervisors, and _____ technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as CITs, or those knowledgeable in the specific irrigation operating systems on the project, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Experience (20 Points Possible) (____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: _____
 Contact: _____ Contact Phone: _____
 Project Type/Description: _____
 Dollar Amount of Contract: _____
 Your Company's Detailed Scope of Services for Project: _____

 Duration of Contract: START DATE: _____ END DATE: _____

2. Project Name/Location: _____
 Contact: _____ Contact Phone: _____
 Project Type/Description: _____
 Dollar Amount of Contract: _____
 Your Company's Detailed Scope of Services for Project: _____

Experience cont.

Duration of Contract: START DATE: _____ END DATE: _____

3. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Understanding Scope of RFP (10 Points Possible) (____ Points Awarded)

Does the proposal demonstrate an understanding of the District’s needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape and Irrigation Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as “Compiled” Financial Statements current to within twelve (12) months.

5. Price (35 Points Possible) (____ Points Awarded)

A full thirty-five (35) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer’s bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 35 points. Contractor “B” turns in a bid of \$265,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible (35). $(210,000/265,000) \times 35 = 27.74$. Therefore, Contractor “B” will receive 27.74 of 35 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (35). $(210,000/425,000) \times 35 = 17.29$. Therefore, Contractor “C” will receive 17.29 of 35 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, based on Contractor’s field measurements) provided in Parts 1,2,3,4, 5 & 6.

Proposer’s Total Score (100 Points Possible) (____ Points Awarded)

END

6. Is the Proposer incorporated in the State of Florida? Yes No

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No

If no, please explain: _____

- Date incorporated 12/5/2017 Charter No. 82-3591450

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____
- Is the company in good standing with the State? Yes No

If no, please explain: _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida? Yes No

6.3 If Proposer is not incorporated, please identify the type of business entity. (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes No

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(21) 10.2MM, (22) 12.4MM, (23) 14.2MM.

9. What are the Proposer's current insurance limits?

General Liability	\$ 2MM
Automobile Liability	\$ 1MM
Umbrella Coverage	\$ 1MM
Workers Compensation	\$ 1MM
Expiration Date	04/01/2025

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes No If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended. _____

State the period(s) of debarment or suspension. _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes No If so, where, and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes No If so, state name of individual, other organization, and reason, therefore.

13. List any and all litigation to which the Proposer, any personnel to work at Greyhawk Landing, any officer and/or employee of the Proposer has been a party in the last five (5) years. none

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: _____
see Experience for References.

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Benjamin Garland	Account Manager	
Name	Position	

Oversees entire scope of services	20	
Type of Work	Yrs. Exp.	Yrs. With Firm

Matt Olson	Irrigation Manager	
Name	Position	

Oversees Irrigation Operations	25	
Type of Work	Yrs. Exp.	Yrs. With Firm

Martin Flores	Arborcare Supervisor	
Name	Position	

Oversees PC/Fertilizatoin Operatoin	21	
Type of Work	Yrs. Exp.	Yrs. With Firm

Kevin Smith

Horticulturist & Landscape Designer

Name	Position	
lawn & shrub care program/treatments	30	5
Type of Work	Yrs. Exp.	Yrs. With Firm

Juan Flores


Landscape Installation Supervisor

Name	Position	
Landscape Operations	20	18
Type of Work	Yrs. Exp.	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Greyhawk Landing CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Greyhawk Landing CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

RedTree Landscape Systems, LLC

Name of Proposer

I  _____
 Peter Lucadano - CEO / Owner

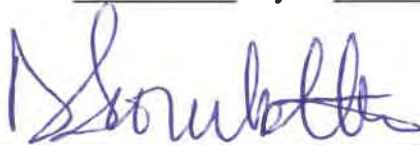
[Type Name and Title of Person Signing]

This 10th day of April, 2024

(Corpora

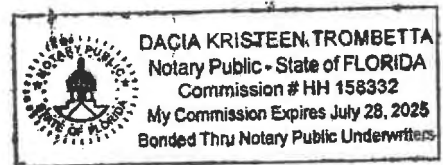


Sworn to before me this 10th day of April, 2024



(Seal)

Notary Public/Expiration Date



SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER **15** – Once a week

NOVEMBER **15** – MARCH 1 – Once every two weeks

This schedule estimates that there will be a minimum of **45 mow cuts** annually based on standard growing periods in Florida, however, requires a minimum of 52 maintenance services (weekly) to perform those duties, **other than mowing**, that cannot remain unattended for two weeks. **(i.e., weed control, selective mowing, debris clearing, pruning, lifting and de-mossing of trees, 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. 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. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. 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. All Oak Leaf debris is to be blown off all St Augustine areas and disposed off-site. Any St Augustine decline due to disease or insect activity will be replaced at contractor's expense as needed to maintain consistent ground cover, lack of weeds and bare ground. Contractor shall be responsible for training all its personnel in the technical aspects of Greyhawk Landing 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/herbicide applications, etc. Saturday work is permitted when necessary upon prior notification and approval. All mowing operations should begin on Monday morning to minimize need for using Saturdays for "make up" days. 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 - All pond banks identified as such (green) on the overall Greyhawk Landing Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four **3½ and 4 inches**. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention

must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to 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 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 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.

1B) PRESERVE PERIMETERS – Contractor will maintain a “clean park-like” appearance along all Preserve areas. Mowing to all white posts identifying the outer limits of the Preserve buffer. Encroachment by invasive species (such as Brazilian Pepper, Carrotwood, Caesar Weed and others) should be identified for removal by District and contained at Preserve buffer edge as identified by white posts. At no time shall Contractor's mowers encroach into the preserve areas past the white posts.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed **every week** (even during the dormant season) 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, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. 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. Water shoot growth at the base of the trees shall be removed by hand **continuously 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 streetlights 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 clearance of ten feet (10') over sidewalks and other pedestrian walkways and fifteen feet (15') over roadways and ROW's. 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 (and other small, ornamental trees, i.e., East Palatka Hollies, Bald Cypress, Tree Ligustrum, Loblolly Bay, etc.) 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 Connerton West. 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 sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. 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, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

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, FENCES, 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 turf and 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, including curb and gutter along roadways shall be kept weed & debris free *including seasonal leaf drop*. 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 or sidewalk 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 DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees, shrubs and turf 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 *including due to non-functioning irrigation zones*. 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.

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 *week during a weekly meeting with field services manager*. 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

Any fertilizer ordinance in place for Manatee County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING THE RESTRICTED SEASON FROM JUNE 1 THROUGH SEPTEMBER 30.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS DURING A PERIOD FOR WHICH THE NATIONAL WEATHER SERVICE HAS ISSUED ANY OF THE FOLLOWING ADVISORIES FOR ANY PORTION OF THE COUNTY: A SEVERE THUNDERSTORM WARNING OR WATCH, FLOOD WARNING OR WATCH, TROPICAL STORM WARNING OR WATCH, HURRICANE WARNING OR WATCH, OR IF RAIN GREATER THAN OR EQUAL TO TWO (2) INCHES IN A TWENTY-FOUR-HOUR PERIOD IS FORECASTED.

FERTILIZERS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE "FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES FOR PROTECTION OF WATER RESOURCES IN FLORIDA, DECEMBER 2008", AS UPDATED, WITH NO MORE THAN FOUR (4) POUNDS OF NITROGEN PER ONE THOUSAND (1,000) SQUARE FEET APPLIED IN ANY CALENDAR YEAR.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS IN THE COUNTY, EXCEPT WHERE A PHOSPHOROUS DEFICIENCY HAS BEEN DEMONSTRATED IN THE SOIL UNDERLYING THE TURF AND/OR LANDSCAPE PLANTS BY A SOIL ANALYSIS TEST PERFORMED BY A STATE OF FLORIDA CERTIFIED LABORATORY. ANY PERSON WHO OBTAINS A SOIL ANALYSIS TEST SHOWING A PHOSPHOROUS DEFICIENCY AND WHO WISHES TO APPLY PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS SHALL PROVIDE A COPY OF THE TEST RESULTS TO THE COUNTY ADMINISTRATOR PRIOR TO THE APPLICATION OF PHOSPHOROUS.

NITROGEN FERTILIZER SHALL NOT BE APPLIED ON NEWLY ESTABLISHED TURF OR NEW LANDSCAPE PLANTS FOR THE FIRST THIRTY (30) DAYS.

GRANULAR FERTILIZERS CONTAINING NITROGEN APPLIED TO TURF AND/OR LANDSCAPE PLANTS WITHIN THE COUNTY SHALL CONTAIN NO LESS THAN FIFTY (50) PER CENT SLOW-RELEASE NITROGEN PER GUARANTEED ANALYSIS LABEL

All fertilizer applications are to be reviewed and inspected by field manager and invoice must reflect actual bag count of fertilizer used.

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
March	A second application of a pre-emergent herbicide (Pre M)
April	8-0-12+4Mg
May	8-0-12+4Mg
October	8-0-12+4Mg + Pre M

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre M at 1.0 lbs. N/1000 SF
March	A second application of a Pre M
April	Nitrogen (soluble Nitrogen applied at 1 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
December	A complete fertilizer based on soil tests + Pre M

The contractor shall submit a fertilizer label to resident project representative for approval prior to application. 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 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.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required 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 RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from 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, May, 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 NEGLIGENCE.**

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, May, October, November/December). 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 *Field Services Manager* with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. 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. Field Manager must visibly inspect bags for count prior and after application.

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/Irrigated Landscape Areas as shown on the Maintenance Exhibit (green). This is to include only those maintained and irrigated turf areas along roadways and sidewalks, and all other maintained areas frequented by pedestrians and animals (playgrounds, clubhouse, tennis/basketball courts, etc.). 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.

Please include Top Choice application on all playground, ball field and soccer field areas.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 154 zones, 5 irrigation controllers, 2 pump stations and 61 battery operated controllers – This component information is not up to date. This includes only the original boundaries of Greyhawk Landing shown on the large maintenance exhibit showing Pump & Well locations as well as Phase I of the west expansion. If updated information is received, it will be provided to all bidders

MONTHLY WET CHECKS AND REPORT MUST BE PROVIDED TO FIELD SERVICES MANAGER (see Section 2g of the service agreement)

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
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

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 pricing for such items other than routine maintenance as a separate price from this bid.

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 is 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 for all such repairs. 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.

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 irrigations 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 Manatee 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/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

[END OF SECTION]



HURRICANE OR LARGE SCALE STORM EMERGENCY RESPONSE PLAN

Before The Storm

- **If your irrigation system is fed off of a well, we will shut your pumps down to prevent any mainline leaks that could develop from storm damage through the storm.**
- **We are assuring internally that we are well-equipped and stocked to handle post-storm response in an effective and orderly manner.**

Storm Emergencies

- **We will attempt to inspect your property as soon as we are physically able to do so. We also will be accessible to receive **emergency phone calls** from you or your authorized representatives to address the following emergency scenarios:**
 - **Fallen trees blocking roadways.**
 - **Fallen trees blocking walkway access to homes.**
 - **Fallen trees on homes / structures.**
 - **Fallen trees on vehicles.**
 - **Irrigation break involving running water / flooding.**
- **In order to report any one of the above-stated emergency scenarios, please assure that an authorized person representing your property contact:**
 - **Pete Lucadano: (727) 919-3915**
 - **David Lucadano: (727) 919-3913**
 - **Ben Garland: (727) 810-4253**
 - **John Burkett: (727) 267-2059**
 - **FOR IRRIGATION EMERGENCIES: John Moylan: (727) 267-7794**

After The Storm

After the storm has left our area and conditions are safe for our staff to access allowable areas, we will immediately begin the process of inspecting properties and addressing service in a three-phase manner as follows:

PHASE 1 - EMERGENCIES (as listed above): Fallen trees will be cut and safely stacked close to the area of origin. Crews will then move on to address the next emergency until we are assured that all emergency scenarios on each of our client properties are addressed.

PHASE 2 - LARGE AESTHETICS: Fallen trees throughout the property that are not considered emergencies will either be re-planted / staked or removed, cut up and stored in piles located in safe locations throughout the property. This process will be performed in order of need until we are assured that all such needs on each of our client properties are addressed.

PHASE 3 - AESTHETICS: Small debris, branches and necessary blowing will be performed throughout the property. Debris will be stacked in piles located in safe locations throughout the property. This process will be performed in order of need until we are assured that all such needs on each of our client properties are addressed.

PHASE 4 - DEBRIS PICK-UP: As a last step in the storm clean-up process, debris piles will be removed from the property.



Greyhawk Landing Community Development District

FINANCIAL CAPABILITIES AND RESOURCES

RedTree Landscape Systems LLC is a well-capitalized company, privately owned by Peter and David Lucadano.

- We are not a publicly traded company, and we have no equity investors or partners.
- Our debt ratio is low which allows us to purchase materials and assets by cash, when needed.
- We maintain excellent credit and credit lines with all our suppliers and vendors.
- We have over 2 million dollars in credit lines available to us through Ford Motor Credit and John Deere Company, to allow for truck and equipment purchases when necessary.
- All our payroll and payroll taxes are paid on a weekly basis.
- Our federal and state income taxes for our business are paid on a quarterly basis.

For more information on our financial capabilities and status, please feel free to contact us or our CPA.

Nancy Leins, CPA
(813) 760-5112
nancyleinscpa@gmail.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RedTree Landscape Systems, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 5532 Auld Lane	Requester's name and address (optional)
	6 City, state, and ZIP code Holiday, FL 34690	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2	-	3	5	9	1	4	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Peter Lucadano</i>	Date ▶ March 28, 2024
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Reyna Romero
	PHONE (A/C No, Ext): E-MAIL ADDRESS: reyna.romero@stahlininsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Auto Owners Insurance	NAIC #
INSURER B: Retail First Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72265505	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5236550501	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5226550502	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	52056705	10/05/2023	10/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Sun State Landscape
Management, Inc.

PROJECT MANUAL FOR REQUEST FOR PROPOSALS
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

***GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
("District")***

Date of Issue: March 18, 2024
Due Date / Time: April 11, 2024, 9:00 a.m.

PROJECT MANUAL
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**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Landscape & Irrigation Maintenance Services for
Greyhawk Landing CDD
Manatee County, Florida

Greyhawk Landing Community Development District (the "District") hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Greyhawk Landing Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Monday, March 18, 2024, at 12:00 p.m. (EST) at the Ashlyn Park offices of Rizzetta & Co., Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624 for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks or money orders payable to Rizzetta & Co., Inc. **NO CASH OR CC ACCEPTED.** The Landscape Inspection Specialist shall be the contact person regarding the Project Manual. Mr. John R. Toborg can be reached by email at jtoborg@rizzetta.com.

There will be a mandatory Pre-Proposal Meeting on Friday, March 22, 2024, at 10:00 a.m. at the Greyhawk Landing Clubhouse, 12350 Mulberry Ave., Bradenton, Florida 34212. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting but will remain available for purchase at the offices of Rizzetta & Co., Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624 until 12:00 p.m., Wednesday, March 27, 2024.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual Disk and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Greyhawk Landing CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the District's Board of Supervisors ("BOS") based on qualifications according to the evaluation criteria contained within the Project Manual. The BOS will meet on Thursday, April 25, 2024, at 6:00 p.m. at the Greyhawk Landing Clubhouse, 12350 Mulberry Ave., Bradenton, Florida 34212 to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John R. Toborg at jtoborg@rizzetta.com with a copy to Belinda Blandon at bblandon@rizzetta.com no later than March 28, 2024, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), March 29, 2024.

Firms desiring to provide services for this project must submit one (1) original, five (5) copies and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 9:00 a.m. (EST) on Thursday, April 11, 2024, at the office of Rizzetta & Co., Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624, Attention: John R. Toborg. **If you elect to mail your proposal, it must be sent via UPS, FedEx, DHL, or any other shipping company. Please do not**

send through the US Postal Service to ensure timely delivery. No official action of the District's BOS will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Greyhawk Landing Community Development District
Belinda Blandon, District Manager
bblandon@rizzetta.com

Run Date: Thursday, March 14, 2024

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals (including one (1) original and five (5) hard copies) and one (1) digital copy in the form of a flash drive must be received no later than Thursday, April 11, 2024, 9:00 a.m. (EST), at the offices of Rizzetta & Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624 Attention: John R. Toborg. **If you elect to mail your proposal, it must be sent via UPS, FedEx, DHL, or any other shipping company. Please do not send through the US Postal Service to ensure timely delivery.** Proposals will be publicly opened and read aloud at that time. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's sole and absolute discretion, whether or not reasonable. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday, March 22, 2024, at 10:00 a.m. at the Greyhawk Landing Clubhouse, 12350 Mulberry Ave., Bradenton, Florida 34212. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer.

SECTION 3. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink, or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 4. FAMILIARITY WITH THE PROJECT. Each proposer, by and through the submission of a proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the proposer may include in the prices which the proposer proposes

all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of proposal submission and through the time of contract award and the start of any work under the contract. The proposer, in preparing the proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the proposer shall not interfere with work done by such other contractors. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District’s operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services to the satisfaction of the District.

SECTION 7. COLLUSION. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to John R. Toborg, via e-mail at jtoborg@rizzetta.com with a copy to Belinda Blandon at bblandon@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, and delivered via email to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received before March 28, 2024, 4:00 p.m. will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers by 5:00 p.m. on March 29, 2024. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole and absolute discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy, five (5) hard copies and one (1) digital copy in the form of a flash drive of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein. Submission shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent via shipping company or other delivery system, the sealed envelope shall be enclosed in a separate package with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Greyhawk Landing Community Development District – Exterior

Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the proposer.

SECTION 10. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 11. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning Monday, March 18, 2024, 12:00 p.m. (EST) (“**Proposal Pick-Up Time**”) at the offices of Rizzetta & Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624. A fee of \$100.00 is required for a complete copy of the Project Manual, checks cashier’s check or money order only. **NO CASH OR CREDIT CARD.**

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 14. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the proposer shall enter into and execute a contract agreement in substantially the form included within the Project Manual. The proposer shall commence work on or near June 14, 2024, or such other date that is designated by the District in a written Notice to Proceed. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer’s risk unless specifically agreed to in writing by the District. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement with the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District at its sole and absolute discretion, may award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups or items, or total proposal.

SECTION 15. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 16. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

SECTION 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each proposer, and as such each proposer should submit relevant information regarding financial capability. In the event the proposer is notified of award, the District may in its sole discretion require that the proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 18. INDEMNIFICATION. The successful proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 20. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

- E. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc.

SECTION 21. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **3434 Colwell Avenue, Ste. 200, Tampa, FL 33614 - Attention: District Manager.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 22. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 22 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District's Board of

Supervisors shall review and evaluate the proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 24. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the request for proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation. Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions related to this project. Anyone attempting to lobby District representatives will be disqualified.

SECTION 25. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 26. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the proposer's proposal, but instead in the Board's and or staff's discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.

SECTION 27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" shall be construed to refer to the Greyhawk Landing Community Development District and the District shall be the authority for all matters concerning the District and the District's resulting contract.

SECTION 28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal attests to this.

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (15 Points Possible) (___ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Justin Hand	26	President/ Owner	Manages day to day operation
2. Christin Hand	14	Design/ Estimating Mgr.	Manages Design Dept.
3. Jeff McLain	20	Irrigation Account Manager	Manages Irr. Install Crews
4. Shane Conley	15	V.P/ Landscape Acct. Mgr.	Manages Commercial Jobs
5. Juan Castillo	11	Maintenance Account Manager	Oversee Property Care

Proposed Staffing Levels

Landscape maintenance staff will include: 20 laborers, 3 supervisors, and 4 technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborist or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Joesph Decarlo	38	Certified Pest Operator	Managing and Training of PCT
2. Steven Dick	24	Limited Lawn & Ornamental	Application of (herbicide)
3. Juan Castillo	11	GI-BMP Insturctor, Mgr.	GI-BMP Instructor, Mgr.
4. Ethan Lewis	6	Fert. Applicator	Application of fertilizer

Irrigation Maintenance staff will include: 3 laborers, 1 supervisors, and 3 technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as CITs, or those knowledgeable in the specific irrigation operating systems on the project, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Ronald Linke</u>	<u>26</u>	<u>Irrigation Tech</u>	<u>Diagnose/troubleshoot timers</u>
2. <u>Juan Castillo</u>	<u>11</u>	<u>Account Mgr.</u>	<u>Monitor irr scheduling</u>
3. <u>Erick Garcia</u>	<u>5</u>	<u>Irrigation Tech</u>	<u>Inspection of Irrigation System</u>
4. <u>Arturo Gonzales</u>	<u>4</u>	<u>Irrigation Tech</u>	<u>Inspection of Irrigation System</u>

2. Experience (20 Points Possible) (___ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Aviary HOA
 Contact: Steve Cerven Contact Phone: 941-737-4474
 Project Type/Description: Common Area Maintenance
 Dollar Amount of Contract: \$315,415.48
 Your Company's Detailed Scope of Services for Project: Turf Maintenance, Fertilization
Pest and Weed Control, Installation of Annuals, Irrigation Service, Mulching, Palm and
Canopy Tree Pruning.

Duration of Contract: START DATE: 8/20/21 END DATE: Present

2. Project Name/Location: Trevesta CDD
 Contact: Matt O'Nolan Contact Phone: 813.533.2950 Ext.: 2928
 Project Type/Description: Common Area Maintenance
 Dollar Amount of Contract: \$212,365.2
 Your Company's Detailed Scope of Services for Project: Turf Maintenance, Fertilization
Pest and Weed Control, Installation of Annuals, Irrigation Service, Mulching, Palm and
Canopy Tree Pruning.

Experience cont.

Duration of Contract: START DATE: 5/1/2017 END DATE: Present

3. Project Name/Location: Willow Walk CDD

Contact: Christina Newsome Contact Phone: 813.533.2950 Ext.: 6582

Project Type/Description: Common Area Maintenance

Dollar Amount of Contract: \$194,504.16

Your Company's Detailed Scope of Services for Project: Turf Maintenance, Fertilization
Pest and Weed Control, Installation of Annuals, Irrigation Service, Mulching, Palm and
Canopy Tree Pruning.

Duration of Contract: START DATE: 7/1/2017 END DATE: Present

4. Project Name/Location: West Port HOA

Contact: Jill Nehus Contact Phone: 727.294.2934

Project Type/Description: Maintenance of homes within community

Dollar Amount of Contract: \$414,300

Your Company's Detailed Scope of Services for Project: Turf Maintenance, Fertilization
Pest and Weed Control, Installation of Annuals, Irrigation Service, Mulching, Palm and
Canopy Tree Pruning.

Duration of Contract: START DATE: 1/15/24 END DATE: Present

5. Project Name/Location: Lakewood Ranch Stewardship/ White Eagle Blvd Bradenton, FL 34211

Contact: David Devalle Contact Phone: 941-544-4117

Project Type/Description: Commercial Roadway Maintenance

Dollar Amount of Contract: \$179,725.85

Your Company's Detailed Scope of Services for Project: Turf Maintenance, Fertilization,
Pest and Weed Control, Installation of Annuals, Irrigation Service, Mulching, Palm and Canopy
Tree Pruning.

Duration of Contract: START DATE: 7/1/20 END DATE: Present

3. **Understanding Scope of RFP** (10 Points Possible) (____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. **Financial Capacity** (5 Points Possible) (____ Points Awarded)

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape and Irrigation Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as "Compiled" Financial Statements current to within twelve (12) months.

5. **Price** (35 Points Possible) (____ Points Awarded)

A full thirty-five (35) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 35 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (35). $(210,000/265,000) \times 35 = 27.74$. Therefore, Contractor "B" will receive 27.74 of 35 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (35). $(210,000/425,000) \times 35 = 17.29$. Therefore, Contractor "C" will receive 17.29 of 35 points.

6. **Reasonableness of ALL Numbers** (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff (John R. Toborg at jtoborg@rizzetta.com) for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate District proposals on Thursday, April 25, 2024, 6:00 p.m., but the District reserves the right to reschedule any such meeting.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Manatee

Before me, the undersigned authority appeared the affiant, Juan Castillo, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Account Manager for SSLM Inc (“**Proposer**”) and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of and have reviewed; the Proposer’s proposal (“**Proposal**”) provided in response to the Greyhawk Landing Community Development District proposal for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual within fourteen (14) days after receiving a notice of award or in a timeframe as may be extended by the District.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Greyhawk Landing Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this 9th day of April, 2024

Proposer: Sun State Landscape Management Inc.

By: *Jim Genter*

Title: Account Manager

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of April, 2024 by Juan Castillo of Sun State Landscape Management Inc. who is personally known to me or who has produced FLDL as identification, and did or did not take the oath.

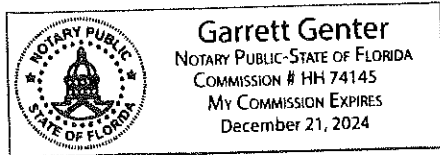
Garrett Genter

Notary Public, State of Florida

Print Name: Garrett Genter

Commission No.: HH 74145

My Commission Expires: 12/21/2024



PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
c/o John R. Toborg, Manager – Landscape Inspection Services Division
on or before Thursday, April 11, 2024, 9:00 a.m. (EST)

TO: Greyhawk Landing Community Development District

Sun State Landscape Management Inc.

FROM:

(Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance for Greyhawk Landing Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM**

I, Juan Castillo REPRESENTING SSLM Inc. Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

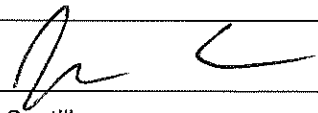
I. Annual Contract Proposal Amount:

A. Annual Total (INITIAL TERM)	372,000 \$ _____ <i>(Contract Total - Parts 1 thru 4)</i>
Annual Total (1st ANNUAL RENEWAL)	372,000 \$ _____ <i>(Contract Total - Parts 1 thru 4)</i>
Annual Total (2ND ANNUAL RENEWAL)	372,000 \$ _____ <i>(Contract Total - Parts 1 thru 4)</i>

NAME OF PROPOSER: Sun State Landscape Management Inc.

ADDRESS: 8920 Erie Lane Parrish Fl. 34219

PHONE: 941-730-8712 EMAIL: jcastillo@sslminc.com

SIGNATURE: 

PRINTED NAME: Juan Castillo

TITLE: Account Manager

DATE: 04-09-2024

QUALIFICATION STATEMENT

TABLE OF CONTENTS

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Sun State Landscape Management Inc.

(Name of Proposer)

6. Is the Proposer incorporated in the State of Florida? Yes No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No ()

If no, please explain: _____

- Date incorporated 3/21/2000 Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____
- Is the company in good standing with the State? Yes No

If no, please explain: _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida? Yes No

6.3 If Proposer is not incorporated, please identify the type of business entity. (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(21) \$2,020,856.32, (22) \$2,204,758.50, (23) \$2,615,399.40.

9. What are the Proposer's current insurance limits?

General Liability	\$ 2,000,000
Automobile Liability	\$ 2,000,000
Umbrella Coverage	\$ 2,000,000
Workers Compensation	\$ 1,000,000
Expiration Date	_____

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No (Ⓢ) If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended. _____

State the period(s) of debarment or suspension. _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No (Ⓢ) If so, where, and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (Ⓢ) If so, state name of individual, other organization, and reason, therefore.

13. List any and all litigation to which the Proposer, any personnel to work at Greyhawk Landing, any officer and/or employee of the Proposer has been a party in the last five (5) years. N/A

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (Ⓢ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:
- Lakewood Ranch Stewardship District- David Devalle- 941-544-4117 (\$833,248.68) (7 years)
Willow Walk CDD- Christina Newsome- 813-737-4474 (\$194,504.16) (6 years)
Trevesta CDD- Matt O'Nolan 813.533.2950 Ext.: 2928 (\$212,365.2) (6 years)
Trevesta HOA- Kelly Harrington- 813.533.2950 Ext.: 2921(\$127,245.12) (6 years)
Aviary HOA- Steve Cerven 941-737-4474 (\$251,733.36)
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
N/A
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

<u>Juan Castillo</u>	<u>Account Manager</u>	
Name	Position	

<u>Oversee property care</u>	<u>11</u>	<u>11</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Carlos Trujillo</u>	<u>Production Supv.</u>	
Name	Position	

<u>oversee field operations</u>	<u>8</u>	<u>6</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Braulio Gomez</u>	<u>Mow Crew Foreman</u>	
Name	Position	

<u>mowing of common areas weekly</u>	<u>9</u>	<u>7</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

CORPORATE OFFICERS

Company Name Sun State Landscape Management Inc. Date 4/5/24

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Justin Hand	Owner/President	Oversee day to day operations	Myakka City, Fl
Randall Hand	Owner	CFO	Wauchula, Fl
Juan Castillo	Maintenance Manager	Manage Maintenance Division	Parrish, Fl.
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of Florida

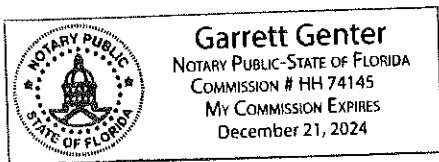
ss:

County of Manatee

Juan Castillo, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

Juan Castillo
(Proposer must also sign here)

Acknowledged before me by means of physical presence or online notarization this 9 day of April, 2024, by Juan Castillo who is personally known to me or has produced FLDL as identification.



Garrett Genter
Notary Public, State of Florida
Print Name: Garrett Genter
Commission No.: HH 74145
My Commission Expires: 12/21/2024

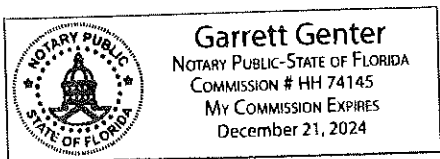
AFFIDAVIT FOR PARTNERSHIP

State of Florida ss:
County of Manatee

Juan Castillo, is a member of the firm of Sun State Landscape Management Trce, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

[Signature]
(Signature of a General Partner is Required)

Acknowledged before me by means of physical presence or online notarization this 9 day of April, 2024, by Juan Castillo who is personally known to me or has produced FLDL as identification.



[Signature]
Notary Public, State of Florida
Print Name: Garrett Genter
Commission No.: HH 74145
My Commission Expires: 12/21/2024

AFFIDAVIT FOR CORPORATION

State of Florida ss:

County of Manatee

Juan Castillo

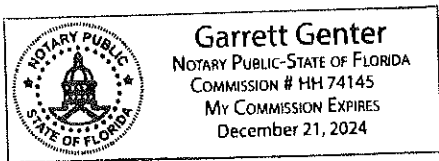
(title) Account Manager
of the Sun State Landscape Management Inc.

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

[Signature]
(Officer must also sign here)

CORPORATE SEAL

Acknowledged before me by means of physical presence or online notarization this 9 day of April, 2024 by Juan Castillo who is personally known to me or has produced FLDL as identification.



[Signature]
Notary Public, State of Florida
Print Name: Garrett Genter
Commission No.: HH 74145
My Commission Expires: 12/21/2024

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Greyhawk Landing Community Development District.
2. This sworn statement is submitted by Sun State Landscape Management Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business address is 8920 Erie Lane Parrish Fl 34219
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0993604
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
3. My name is Juan Castillo and my relationship to the entity named above is Account Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

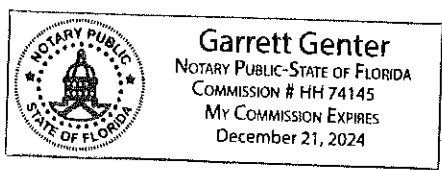
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[CONTINUED ON NEXT PAGE]

[Signature]
Date: 04/09/2024

STATE OF Florida
COUNTY OF Manatee

Acknowledged before me by means of physical presence or online notarization this 9
day of April, 2024, by Juan Castillo who is personally known to me
or has produced FLDL as identification.



[Signature]
Notary Public, State of Florida
Print Name: Garrett Genter
Commission No.: HH 74145
My Commission Expires: 12/21/2024

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Waterlefe Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Account Manger for Sun State Landscape Mgt (“Proposer”) and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is: 8920 Erie Lane Parrish Fl, 34219

4. Proposer’s Federal Employer Identification Number (FEIN) is: 65-0993604
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 9th day of April, 2024.

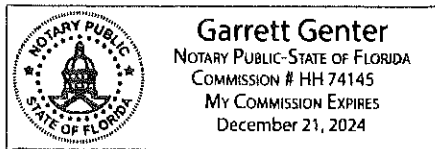
Proposer: Sun State Landscape Management Inc.

By: [Signature]

Title: Account Manager

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of April, 2024, by Juan Castillo of Sun State Landscape Management Inc who is personally known to me or who has produced FLDL as identification, and did or did not take the oath.



[Signature]
Notary Public, State of Florida
Print Name: Garrett Genter
Commission No.: HH 74145
My Commission Expires: 12/21/2024

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 20___, by and between:

Greyhawk Landing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Ste. 200, Tampa, Florida 33614 (“**District**” or “**CDD**”); and

_____ (the “**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

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

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

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

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

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

2. **CONTRACTOR OBLIGATIONS.**

- a. **Scope of Services.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. Additionally, the Contractor agrees that the District may in its discretion and at any time add

maintenance relating to certain “Optional Areas” as designated in **Exhibit C** to the Work, using the pricing set forth in **Exhibit B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. **Acceptance of Site.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. **Manner of Contractor’s Performance.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. **Discipline, Employment, Uniforms.** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on

the premises in a uniform to be designed by the Contractor. 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.

- e. **Scheduling.** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on **Saturdays** if needed to make up Rain Days with prior notification to and approval by, the District Representatives (defined herein). All mowing operations should begin on Monday morning to minimize need for using Saturdays for “make up” days.
- f. **Protection of Property.** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. **Reporting Services.** The Contractor agrees to meet with a District representative (Landscape Specialist), when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the Landscape Specialist will compile a list of landscape related items (Landscape Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not provide a response within the specified time, the first offense will result in a written warning; the second offense will result in a second written 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. If the deficient items have not been rectified to the District’s satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor’s next monthly invoice. (See Paragraph “h” below for further remedies.) The District shall designate in writing one or more persons to act as the District’s on-site representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment,

elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Belinda Blandon, Andrew Davis and Hannah Alhalel and other representatives of Rizzetta & Company, Inc., to act as the District's on-site Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet an on-site District Representative at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District's Board of Supervisors.

- h. **Deficiencies.** If the on-site District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.
- i. **Compliance with Laws.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

- j. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- l. **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.
- m. **Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. **Independent Contractor Status.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

- a. **Term.** Work under this Agreement shall begin _____, 20__ and end _____, 20__ ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to two times and for one-year periods each starting _____.
- b. **Compensation.** As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. **Additional Work.** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. **Payments by District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of \$ _____ per year as detailed in Exhibit "B", payable in monthly installments as detailed below. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below. As compensation for the work, the District agrees to pay Contractor \$ _____ per month during the Initial Term, \$ _____ per month during the First Annual Renewal, and \$ _____

per month during the Second Annual Renewal. Such compensation covers only the items specified in Parts 1 & 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2 and 3 of the Contractor's Bid Form attached as Exhibit "B", the District agrees to pay Contractor for services 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.

- e. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause and this Agreement can then be terminated by the District in its sole and absolute discretion, whether or not reasonable. Any termination by the

District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

5. INSURANCE.

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

- c. **Additional Insureds.** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.

- d. **Sub-Contractors.** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- e. **Payment of Premiums.** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. **Notice of Claims.** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

- g. **Failure to Provide Insurance.** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers,

employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. The foregoing indemnification includes agreements 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 by or utilized by the Contractor in the performance of this agreement.

- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants' limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

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

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
 - d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
 - e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
 - f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
 - g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
 - h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.
8. **MISCELLANEOUS PROVISIONS.**
- a. ***Default & Protection Against Third Party Interference.*** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
 - b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- c. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
- d. **Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. **Headings for Convenience.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- f. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document and the original RFP shall control.
- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings as well as attorney's fees and costs incurred in determining entitlements to and reasonableness of fees and costs.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Greyhawk Landing Community
Development District
3434 Colwell Avenue, Ste. 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Andrew H. Cohen
6853 Energy Court
Lakewood Ranch, FL 34240

B. **If to Contractor:** Sun Skate Landscape
Management Inc.
8920 Erie Lane Parrish FL 34219
Attn: Juan Castillo

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- k. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- l. **Controlling Law & Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of

the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

- m. **Public Records.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and 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 the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, DISTRICT MANAGER AT RIZZETTA & COMPANY, 3434 COLWELL AVENUE, STE. 200, TAMPA, FL 33614, TEL. 813-933-5571, INFO@RIZZETTA.COM.

- n. **E-Verify Requirement.** Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

- o. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- p. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- q. **Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

Signatures next page

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

ATTEST:

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____


By: _____

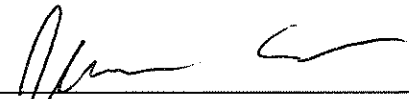
- Secretary
- Assistant Secretary

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:





By: Garrett Genter

By: Juan Castillo

Its: N/A

Its: Account Manager

Date: 04/09/2024

- Exhibit A: Scope of Services**
- Exhibit B: Proposal**
- Exhibit C: Landscape Maintenance Areas Exhibit**
- Exhibit D: Additional Services Order**

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE
AND
IRRIGATION SERVICES
SCOPE AND/OR SPECIFICATIONS

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 15 – Once a week

NOVEMBER 15 – MARCH 1 – Once every two weeks

This schedule estimates that there will be a minimum of **45 mow cuts** annually based on standard growing periods in Florida, however, requires a minimum of 52 maintenance services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, pruning, lifting and de-mossing of trees, 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. 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. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. 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. All Oak Leaf debris is to be blown off all St Augustine areas and disposed off-site. Any St Augustine decline due to disease or insect activity will be replaced at contractor's expense as needed to maintain consistent ground cover, lack of weeds and bare ground. Contractor shall be responsible for training all its personnel in the technical aspects of Greyhawk Landing 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/herbicide applications, etc. Saturday work is permitted when necessary upon prior notification and approval. All mowing operations should begin on Monday morning to minimize need for using Saturdays for "make up" days. 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 - All pond banks identified as such (green) on the overall Greyhawk Landing Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four **3½ and 4 inches**. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention

must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to 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 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 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.

1B) PRESERVE PERIMETERS – Contractor will maintain a “clean park-like” appearance along all Preserve areas. Mowing to all white posts identifying the outer limits of the Preserve buffer. Encroachment by invasive species (such as Brazilian Pepper, Carrotwood, Caesar Weed and others) should be identified for removal by District and contained at Preserve buffer edge as identified by white posts. At no time shall Contractor's mowers encroach into the preserve areas past the white posts.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week (even during the dormant season) 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, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. 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. Water shoot growth at the base of the trees shall be removed by hand continuously 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 streetlights 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 clearance of ten feet (10') over sidewalks and other pedestrian walkways and fifteen feet (15') over roadways and ROW's. 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 (and other small, ornamental trees, i.e., East Palatka Hollies, Bald Cypress, Tree Ligustrum, Loblolly Bay, etc.) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" 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 Connerton West. 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 sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. 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, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

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, FENCES, 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 turf and 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, including curb and gutter along roadways shall be kept weed & debris free *including seasonal leaf drop*. 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 or sidewalk 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 DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees, shrubs and turf 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 *including due to non-functioning irrigation zones*. 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.

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 *week during a weekly meeting with field services manager*. 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

Any fertilizer ordinance in place for Manatee County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING THE RESTRICTED SEASON FROM JUNE 1 THROUGH SEPTEMBER 30.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS DURING A PERIOD FOR WHICH THE NATIONAL WEATHER SERVICE HAS ISSUED ANY OF THE FOLLOWING ADVISORIES FOR ANY PORTION OF THE COUNTY: A SEVERE THUNDERSTORM WARNING OR WATCH, FLOOD WARNING OR WATCH, TROPICAL STORM WARNING OR WATCH, HURRICANE WARNING OR WATCH, OR IF RAIN GREATER THAN OR EQUAL TO TWO (2) INCHES IN A TWENTY-FOUR-HOUR PERIOD IS FORECASTED.

FERTILIZERS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE "FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES FOR PROTECTION OF WATER RESOURCES IN FLORIDA, DECEMBER 2008", AS UPDATED, WITH NO MORE THAN FOUR (4) POUNDS OF NITROGEN PER ONE THOUSAND (1,000) SQUARE FEET APPLIED IN ANY CALENDAR YEAR.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS IN THE COUNTY, EXCEPT WHERE A PHOSPHOROUS DEFICIENCY HAS BEEN DEMONSTRATED IN THE SOIL UNDERLYING THE TURF AND/OR LANDSCAPE PLANTS BY A SOIL ANALYSIS TEST PERFORMED BY A STATE OF FLORIDA CERTIFIED LABORATORY. ANY PERSON WHO OBTAINS A SOIL ANALYSIS TEST SHOWING A PHOSPHOROUS DEFICIENCY AND WHO WISHES TO APPLY PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS SHALL PROVIDE A COPY OF THE TEST RESULTS TO THE COUNTY ADMINISTRATOR PRIOR TO THE APPLICATION OF PHOSPHOROUS.

NITROGEN FERTILIZER SHALL NOT BE APPLIED ON NEWLY ESTABLISHED TURF OR NEW LANDSCAPE PLANTS FOR THE FIRST THIRTY (30) DAYS.

GRANULAR FERTILIZERS CONTAINING NITROGEN APPLIED TO TURF AND/OR LANDSCAPE PLANTS WITHIN THE COUNTY SHALL CONTAIN NO LESS THAN FIFTY (50) PER CENT SLOW-RELEASE NITROGEN PER GUARANTEED ANALYSIS LABEL

All fertilizer applications are to be reviewed and inspected by field manager and invoice must reflect actual bag count of fertilizer used.

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
March	A second application of a pre-emergent herbicide (Pre M)
April	8-0-12+4Mg
May	8-0-12+4Mg
October	8-0-12+4Mg + Pre M

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre M at 1.0 lbs. N/1000 SF
March	A second application of a Pre M
April	Nitrogen (soluble Nitrogen applied at 1 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
December	A complete fertilizer based on soil tests + Pre M

The contractor shall submit a fertilizer label to resident project representative for approval prior to application. 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 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.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required 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 RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from 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 & GROUND COVER FERTILIZATION:

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

3 Times a year – (March, May, 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 NEGLIGENCE.**

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, May, October, November/December). 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 *Field Services Manager* with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. 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. Field Manager must visibly inspect bags for count prior and after application.

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/Irrigated Landscape Areas as shown on the Maintenance Exhibit (green). This is to include only those maintained and irrigated turf areas along roadways and sidewalks, and all other maintained areas frequented by pedestrians and animals (playgrounds, clubhouse, tennis/basketball courts, etc.). 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.

Please include Top Choice application on all playground, ball field and soccer field areas.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 154 zones, 5 irrigation controllers, 2 pump stations and 61 battery operated controllers – This component information is not up to date. This includes only the original boundaries of Greyhawk Landing shown on the large maintenance exhibit showing Pump & Well locations as well as Phase I of the west expansion. If updated information is received, it will be provided to all bidders

MONTHLY WET CHECKS AND REPORT MUST BE PROVIDED TO FIELD SERVICES MANAGER (see Section 2g of the service agreement)

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
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

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 pricing for such items other than routine maintenance as a separate price from this bid.

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 is 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 for all such repairs. 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.

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 irrigations 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 Manatee 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/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

[END OF SECTION]

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

**BID FORM (Initial Term)
GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

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 1

General Landscape Maintenance \$ 322,275 Yr.

- Storm Cleanup \$ 50 /hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Given 48 hrs notice we can install frost cloth.
The first application will be billed time plus material. The material will then be Greyhawk Landing CDD
property, we will just bill to install thereafter.
- \$ /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
 \$ 40 /hr. for employee with hand-held hose
 \$ 125 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ 24,225 Yr.
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	15-0-15 pending soil sample	1	1200	1425
March	15-0-15 pending soil sample	.5	700	1425
April	18-0-18 pending soil sample	1	1200	1425
May	18-0-18 pending soil sample	1	1200	1425

BAHIA (continued)				
Oct.	15-0-15 pending soil sample	1	1200	1425

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	15-0-15 pending soil sample	1	1000	2300
March	15-0-15 pending soil sample	.5	700	2300
April	18-1-18 pending soil sample	1	1000	2300
May	18-1-18 pending soil sample	1	1000	2300
Oct.	15-0-15 pending soil sample	1	1000	2300
Dec.	15-0-15 pending soil sample	1	1000	2300

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-0-10	1	750	700
May	8-0-10	1	750	700
Oct.	8-0-10	1	750	700

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	1	800	300
May	8-2-12+4	1	800	300
Oct.	8-2-12+4	1	800	300
Nov.	8-2-12+4	1	800	300

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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) \$ 5,000 Yr.
 (if all 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.

OTC Injections will be performed at the discretion of the District.
(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)

\$ 600 / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	5	1	30	600

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

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 green highlighted landscaped areas as described in Scope of Services.

\$ 3,750 / Yr.

Top Choice application will be performed at the sole discretion of the District
(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.)

PART 4

Irrigation (All labor and materials)

\$ 20,500 /Yr.

Freeze Protection (description of ability) SSLM will shut down irrigation system in an event of Freeze conditions.

\$ 550 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ 125 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

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

\$ 372,000 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 372,000 /Yr.

SECOND ANNUAL RENEWAL \$ 372,000 /Yr.

Contractor/Firm Name Sun State Landscape Management Inc.

Firm Address 8920 Erie Lane

City/State/Zip Parrish/ FL/ 34219

Phone Number 941-730-8712 Email Address icastillo@sslminc.com

Name and Title of Representative Juan Castillo, Account Manager

Representative's Signature _____ (Please Print)

Date 04/05/2024

ADDENDA – Proposer acknowledges the receipt of Addendum No.’s

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Dated this _____ day of _____, 2024

[END OF SECTION]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

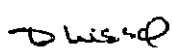
PRODUCER Acrisure dba Gulfshore Ins MWF 4100 Goodlette Rd N Naples, FL 34103 239 261-3646	CONTACT NAME: Sierra Jasso
	PHONE (A/C, No, Ext): 239 659-8869 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: sijasso@gulfshoreinsurance.com
INSURED Sun State Landscape Management, Inc. 8920 Erie Lane Parrish, FL 34219	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Southern-Owners Insurance 10190
	INSURER B : FFVA Mutual Insurance Co. 10385
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2223122008466823	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			5408466800	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC84000351682022A	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER c/o Rizzetta and Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Terri Coley, Agent 139 Tower Street Lake Placid, FL 33852	CONTACT NAME: Terri Conley PHONE (A/C, No, Ext): 863-465-1642 E-MAIL ADDRESS: terri@insurewithtc.com	FAX (A/C, No): 863-465-7110
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : State Farm Fire and Casualty Company	NAIC # 25143
INSURED Sun State Landscape Management, Inc 8920 Erie Lane Parrish, FL 34219	INSURER B :	<input type="checkbox"/>
	INSURER C :	<input type="checkbox"/>
	INSURER D :	<input type="checkbox"/>
	INSURER E :	<input type="checkbox"/>
	INSURER F :	<input type="checkbox"/>

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			G82 9938 D08 59	10/08/2023	10/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ 1000000 BODILY INJURY (Per accident) \$ 1000000 PROPERTY DAMAGE (Per accident) \$ 1000000 \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - District, It's Supervisors, Officers, Agents, Employees and Volunteers.

CERTIFICATE HOLDER**CANCELLATION**

Rizzetta & Company, Inc 6190 Taylor Drive, Suite B Flint, Michigan 48507 Tampa, FL 33614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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Landscape Maintenance Proposal For:

GREY HAWK LANDING CDD

April 10, 2024

John Toborg
Division Manager
Rizzetta & Company

GREY HAWK LANDING

12350 Mulberry Avenue Bradenton,
FL 34212



Rizzetta & Company
Professionals in Community Management

PROJECT MANUAL FOR REQUEST FOR PROPOSALS
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

***GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
("District")***

Date of Issue: March 18, 2024
Due Date/ Time: April 11, 2024, 9:00 a.m.

PROJECT MANUAL
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**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Landscape & Irrigation Maintenance Services for
Greyhawk Landing CDD
Manatee County, Florida

Greyhawk Landing Community Development District (the "District") hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Greyhawk Landing Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Monday, March 18, 2024, at 12:00 p.m. (EST) at the Ashlyn Park offices of Rizzetta & Co., Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624 for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks or money orders payable to Rizzetta & Co., Inc. **NO CASH OR CC ACCEPTED**. The Landscape Inspection Specialist shall be the contact person regarding the Project Manual. Mr. John R. Toborg can be reached by email at jtoborg@rizzetta.com.

There will be a mandatory Pre-Proposal Meeting on Friday, March 22, 2024, at 10:00 a.m. at the Greyhawk Landing Clubhouse, 12350 Mulberry Ave., Bradenton, Florida 34212. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting but will remain available for purchase at the offices of Rizzetta & Co., Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624 until 12:00 p.m., Wednesday, March 27, 2024.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Greyhawk Landing CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the District's Board of Supervisors ("BOS") based on qualifications according to the evaluation criteria contained within the Project Manual. The BOS will meet on Thursday, April 25, 2024, at 6:00 p.m. at the Greyhawk Landing Clubhouse, 12350 Mulberry Ave., Bradenton, Florida 34212 to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John R. Toborg at jtoborg@rizzetta.com with a copy to Belinda Blandon at bblandon@rizzetta.com no later than March 28, 2024, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), March 29, 2024.

Firms desiring to provide services for this project must submit one (1) original, five (5) copies and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 9:00 a.m. (EST) on Thursday, April 11, 2024, at the office of Rizzetta & Co., Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624, Attention: John R. Toborg. **If you elect to mail your proposal, it must be sent via UPS, FedEx, DHL, or any other shipping company. Please do not**

send through the US Postal Service to ensure timely delivery. No official action of the District's BOS will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Greyhawk Landing Community Development District
Belinda Blandon, District Manager
bblandon@rizzelta.com

Run Date: Thursday, March 14, 2024

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals (including one (1) original and five (5) hard copies) and one (1) digital copy in the form of a flash drive must be received no later than Thursday, April 11, 2024, 9:00 a.m. (EST), at the offices of Rizzetta & Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624 Attention: John R. Toborg. **If you elect to mail your proposal, it must be sent via UPS, FedEx, DHL, or any other shipping company. Please do not send through the US Postal Service to ensure timely delivery.** Proposals will be publicly opened and read aloud at that time. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's sole and absolute discretion, whether or not reasonable. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday, March 22, 2024, at 10:00 a.m. at the Greyhawk Landing Clubhouse, 12350 Mulberry Ave., Bradenton, Florida 34212. Failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer.

SECTION 3. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink, or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 4. FAMILIARITY WITH THE PROJECT. Each proposer, by and through the submission of a proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the proposer may include in the prices which the proposer proposes

all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The proposer agrees to accept the site in an "as is" condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of proposal submission and through the time of contract award and the start of any work under the contract. The proposer, in preparing the proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the proposer shall not interfere with work done by such other contractors. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services to the satisfaction of the District.

SECTION 7. COLLUSION. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to John R. Toborg, via e-mail at jtoborg@rizzetta.com with a copy to Belinda Blandon at bblandon@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, and delivered via email to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received before March 28, 2024, 4:00 p.m. will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers by 5:00 p.m. on March 29, 2024. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole and absolute discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy, five (5) hard copies and one (1) digital copy in the form of a flash drive of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein. Submission shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent via shipping company or other delivery system, the sealed envelope shall be enclosed in a separate package with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Greyhawk Landing Community Development District - Exterior

Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the proposer.

SECTION 10. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 11. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning Monday, March 18, 2024, 12:00 p.m. (EST) (“**Proposal Pick-Up Time**”) at the offices of Rizzetta & Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, FL 33624. A fee of \$100.00 is required for a complete copy of the Project Manual, checks cashier’s check or money order only. NO CASH OR CREDIT CARD.

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 14. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the proposer shall enter into and execute a contract agreement in substantially the form included within the Project Manual. The proposer shall commence work on or near June 14, 2024, or such other date that is designated by the District in a written Notice to Proceed. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer’s risk unless specifically agreed to in writing by the District. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement with the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District at its sole and absolute discretion, may award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 15. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 16. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

SECTION 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each proposer, and as such each proposer should submit relevant information regarding financial capability. In the event the proposer is notified of award, the District may in its sole discretion require that the proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 18. INDEMNIFICATION. The successful proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 20. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

- E. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc.

SECTION 21. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **3434 Colwell Avenue, Ste. 200, Tampa, FL 33614 - Attention: District Manager.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 22. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 22 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District's Board of

Supervisors shall review and evaluate the proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 24. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the request for proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation. Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions related to this project. Anyone attempting to lobby District representatives will be disqualified.

SECTION 25. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 26. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the proposer's proposal, but instead in the Board's and or staff's discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.

SECTION 27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" shall be construed to refer to the Greyhawk Landing Community Development District and the District shall be the authority for all matters concerning the District and the District's resulting contract.

SECTION 28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal attests to this.

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (15 Points Possible) (___ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Brian Santillana	19	Branch Manager	Oversee All Aspects of Branch
2. Guillermo Alvarez	17	Operations Manager	Oversees Operations
3. David Bautista	17	Account Manager	Oversees Community
4. Patrick Barsness	28	Horticulture Superintendent	Oversee Fert. & Pest Apps.
5. Juan Oliveras	10	Irrigation Manager	Oversee Irrigation Dept.

Proposed Staffing Levels

Landscape maintenance staff will include: 8 laborers, 2 supervisors, and 3 technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborist or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Pedro Pnce	23	Production Manager	Oversee Crews & Quality On
2. Franklin Pacheco	13	Horticulture Tech	Apply & Oversee Fert/Pest Ap
3. Miguel Ponce	13	Foreman	Oversee Crews On Property
4.			

Irrigation Maintenance staff will include: _____ laborers, 1 supervisors, and 1 technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as CITs, or those knowledgeable in the specific irrigation operating systems on the project, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Juan Oliveras</u>	<u>10</u>	<u>Irrigation Manager</u>	<u>Oversee Irrigation Dept.</u>
2. <u>Javier Bellido</u>	<u>18</u>	<u>Irrigation Tech</u>	<u>Community Irrigation Inspectio</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Experience (20 Points Possible) (_____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Grey Hawk Landing, 12350 Mulberry Ave Bradenton, FL 34212
 Contact: Andrew Davis Contact Phone: 941-746-6670, FieldMgr@greyhawkcdd.org
 Project Type/Description: CDD
 Dollar Amount of Contract: \$371,000.00
 Your Company's Detailed Scope of Services for Project: Comprehensive Landscape and Irrigation Maintenance, Fert/Chem Service, Palm & Tree Trimming and Landscape Enhancements

Duration of Contract: START DATE: 2021 END DATE: Current

2. Project Name/Location: Forest Creek CDD, 11685 Old Florida Lane, Parish, FL 34219
 Contact: John Dewitt Contact Phone: (941) 212-7080, jdewittfcdd@gmail.com
 Project Type/Description: CDD
 Dollar Amount of Contract: \$210,000.00
 Your Company's Detailed Scope of Services for Project: Comprehensive Landscape and Irrigation Maintenance, Fert/Chem Service, Palm & Tree Trimming

Experience cont.

Duration of Contract: START DATE: 2015 END DATE: Current

3. Project Name/Location: Preserve at Panther Ridge, 22343 Panther Loop Bradenton, FL 34202

Contact: Nick Chmielarski Contact Phone: (407) 808-2821

Project Type/Description: CDD

Dollar Amount of Contract: \$109,000.00

Your Company's Detailed Scope of Services for Project: Comprehensive Landscape and Irrigation Maintenance, Fert/Chem Service, Palm & Tree Trimming

nick@pantherridge@gmail.com

Duration of Contract: START DATE: 2019 END DATE: Current

4. Project Name/Location: State College of Florida- Manatee/Sarasota CampUs

Contact: Chris Wellman Contact Phone: (941) 752-5443

Project Type/Description: Educational Institution Campus

Dollar Amount of Contract: \$230,000.00

Your Company's Detailed Scope of Services for Project: Full service landscape maintenance to include irrigation, fert/chem, mowing & trimming services

Address: 5840 26th Street West Bradenton, FL 34207

Duration of Contract: START DATE: 2019 END DATE: Current

5. Project Name/Location: Strathmore Riverside Villas, 2700 Riverbluff Parkway Sarasota, FL

Contact: Frank Guerrero Contact Phone: (845) 235-4623, beersale@comcast.net

Project Type/Description: Condominiums

Dollar Amount of Contract: \$190,000.00

Your Company's Detailed Scope of Services for Project: Comprehensive Landscape maintenance to include irrigation, fert/chem, mowing & trimming services

Duration of Contract: START DATE: 2022 END DATE: Current

3. **Understanding Scope of RFP** (10 Points Possible) (Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. **Financial Capacity** (5 Points Possible) (Points Awarded)

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape and Irrigation Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as "Compiled" Financial Statements current to within twelve (12) months.

5. **Price** (35 Points Possible) (Points Awarded)

A full thirty-five (35) points will be awarded to the Proposer submitting the lowest bid for parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 35 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (35). $(210,000/265,000) \times 35 = 27.74$. Therefore, Contractor "B" will receive 27.74 of 35 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (35). $(210,000/425,000) \times 35 = 17.29$. Therefore, Contractor "C" will receive 17.29 of 35 points.

6. **Reasonableness of ALL Numbers** (15 Points Possible) (Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

Proposer's Total Score (100 Points Possible) (Points Awarded)

END

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff (John R. Toborg at jtoborg@rizzetta.com) for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate District proposals on Thursday, April 25, 2024, 6:00 p.m., but the District reserves the right to reschedule any such meeting.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Manatee

Before me, the undersigned authority appeared the affiant, William Simpson, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Bs. Dev. Manager for Yellowstone Landscape (“Proposer”) and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of and have reviewed; the Proposer’s proposal (“Proposal”) provided in response to the Greyhawk Landing Community Development District proposal for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual within fourteen (14) days after receiving a notice of award or in a timeframe as may be extended by the District.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: One, Two, and Three

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Greyhawk Landing Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this 11th day of April, 2024.

Proposer: Yellowstone Landscape

By: William Simpson *William B. Simpson*

Title: Business Development Manager

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of April, 2024, by William Simpson of Yellowstone Landscape who is personally known to me or who has produced _____ as identification, and did or did not [] take the oath.

[Handwritten Signature]



Notary Public, State of Florida
Print Name: NATALIA Bigelow
Commission No.: HH 356548
My Commission Expires: 05/31/2027

PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
c/o John R. Toborg, Manager -- Landscape Inspection Services Division
on or before Thursday, April 11, 2024, 9:00 a.m. (EST)

TO: Greyhawk Landing Community Development District

FROM: Yellowstone Landscape

(Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance for Greyhawk Landing Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM**

I, William Simpson REPRESENTING Yellowstone Landscape Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total (INITIAL TERM)	\$ <u>419,676.00</u> <i>(Contract Total - Parts 1 thru 4)</i>
Annual Total (1st ANNUAL RENEWAL)	\$ <u>419,676.00</u> <i>(Contract Total - Parts 1 thru 4)</i>
Annual Total (2ND ANNUAL RENEWAL)	\$ <u>419,676.00</u> <i>(Contract Total - Parts 1 thru 4)</i>

NAME OF PROPOSER: Yellowstone Landscape

ADDRESS: 6108 33rd Street East, Bradenton, FL 34203

PHONE: 941-251-8080 EMAIL: bsimpson@yellowstonelandscape.co

SIGNATURE: _____

PRINTED NAME: William B. Simpson

TITLE: Business Development Manager

DATE: April 11, 2024

QUALIFICATION STATEMENT

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PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE
AND
IRRIGATION SERVICES
SCOPE AND/OR SPECIFICATIONS

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 15 – Once a week

NOVEMBER 15 – MARCH 1 – Once every two weeks

This schedule estimates that there will be a minimum of *45 mow cuts* annually based on standard growing periods in Florida, however, requires a minimum of 52 maintenance services (weekly) to perform those duties, **other than mowing**, that cannot remain unattended for two weeks. (**i.e., weed control, selective mowing, debris clearing, pruning, lifting and de-mossing of trees, 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. 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. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. 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. All Oak Leaf debris is to be blown off all St Augustine areas and disposed off-site. Any St Augustine decline due to disease or insect activity will be replaced at contractor's expense as needed to maintain consistent ground cover, lack of weeds and bare ground. Contractor shall be responsible for training all its personnel in the technical aspects of Greyhawk Landing 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/herbicide applications, etc. Saturday work is permitted when necessary upon prior notification and approval. All mowing operations should begin on Monday morning to minimize need for using Saturdays for "make up" days. 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 - All pond banks identified as such (green) on the overall Greyhawk Landing Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four *3½ and 4 inches*. Pond banks will be mowed and/or trimmed to water's edge or sod line (if water is not present). Line trimming at water's edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention

must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to 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 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 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.

1B) PRESERVE PERIMETERS – Contractor will maintain a “clean park-like” appearance along all Preserve areas. Mowing to all white posts identifying the outer limits of the Preserve buffer. Encroachment by invasive species (such as Brazilian Pepper, Carrotwood, Caesar Weed and others) should be identified for removal by District and contained at Preserve buffer edge as identified by white posts. At no time shall Contractor's mowers encroach into the preserve areas past the white posts.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week (even during the dormant season) 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, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. 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. Water shoot growth at the base of the trees shall be removed by hand continuously 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 streetlights 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 clearance of ten feet (10') over sidewalks and other pedestrian walkways and fifteen feet (15') over roadways and ROW's. 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 (and other small, ornamental trees, i.e., East Palatka Hollies, Bald Cypress, Tree Ligustrum, Loblolly Bay, etc.) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" 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 Connerton West. 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 sheared into rounded balls or unnatural shapes will not be allowed. In fact, shearing should be incorporated on a limited basis to not spread fungus and other disease. Selective pruning is the preferred method of shaping. 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, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

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, FENCES, 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 turf and 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, including curb and gutter along roadways shall be kept weed & debris free *including seasonal leaf drop*. 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 or sidewalk 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 DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Trees, shrubs and turf 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 *including due to non-functioning irrigation zones*. 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.

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 *week during a weekly meeting with field services manager*. 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

Any fertilizer ordinance in place for Manatee County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING THE RESTRICTED SEASON FROM JUNE 1 THROUGH SEPTEMBER 30.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS DURING A PERIOD FOR WHICH THE NATIONAL WEATHER SERVICE HAS ISSUED ANY OF THE FOLLOWING ADVISORIES FOR ANY PORTION OF THE COUNTY: A SEVERE THUNDERSTORM WARNING OR WATCH, FLOOD WARNING OR WATCH, TROPICAL STORM WARNING OR WATCH, HURRICANE WARNING OR WATCH, OR IF RAIN GREATER THAN OR EQUAL TO TWO (2) INCHES IN A TWENTY-FOUR-HOUR PERIOD IS FORECASTED.

FERTILIZERS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE "FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES FOR PROTECTION OF WATER RESOURCES IN FLORIDA, DECEMBER 2008", AS UPDATED, WITH NO MORE THAN FOUR (4) POUNDS OF NITROGEN PER ONE THOUSAND (1,000) SQUARE FEET APPLIED IN ANY CALENDAR YEAR.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS IN THE COUNTY, EXCEPT WHERE A PHOSPHOROUS DEFICIENCY HAS BEEN DEMONSTRATED IN THE SOIL UNDERLYING THE TURF AND/OR LANDSCAPE PLANTS BY A SOIL ANALYSIS TEST PERFORMED BY A STATE OF FLORIDA CERTIFIED LABORATORY. ANY PERSON WHO OBTAINS A SOIL ANALYSIS TEST SHOWING A PHOSPHOROUS DEFICIENCY AND WHO WISHES TO APPLY PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS SHALL PROVIDE A COPY OF THE TEST RESULTS TO THE COUNTY ADMINISTRATOR PRIOR TO THE APPLICATION OF PHOSPHOROUS.

NITROGEN FERTILIZER SHALL NOT BE APPLIED ON NEWLY ESTABLISHED TURF OR NEW LANDSCAPE PLANTS FOR THE FIRST THIRTY (30) DAYS.

GRANULAR FERTILIZERS CONTAINING NITROGEN APPLIED TO TURF AND/OR LANDSCAPE PLANTS WITHIN THE COUNTY SHALL CONTAIN NO LESS THAN FIFTY (50) PER CENT SLOW-RELEASE NITROGEN PER GUARANTEED ANALYSIS LABEL.

All fertilizer applications are to be reviewed and inspected by field manager and invoice must reflect actual bag count of fertilizer used.

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
March	A second application of a pre-emergent herbicide (Pre M)
April	8-0-12+4Mg
May	8-0-12+4Mg
October	8-0-12+4Mg + Pre M

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre M at 1.0 lbs. N/1000 SF
March	A second application of a Pre M
April	Nitrogen (soluble Nitrogen applied at 1 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF
December	A complete fertilizer based on soil tests + Pre M

The contractor shall submit a fertilizer label to resident project representative for approval prior to application. 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 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.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required 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 RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from 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, May, 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 NEGLIGENCE.**

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, May, October, November/December). 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 *Field Services Manager* with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. 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. Field Manager must visibly inspect bags for count prior and after application.

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/Irrigated Landscape Areas as shown on the Maintenance Exhibit (green). This is to include only those maintained and irrigated turf areas along roadways and sidewalks, and all other maintained areas frequented by pedestrians and animals (playgrounds, clubhouse, tennis/basketball courts, etc.). 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.

Please include Top Choice application on all playground, ball field and soccer field areas.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 154 zones, 5 irrigation controllers, 2 pump stations and 61 battery operated controllers – This component information is not up to date. This includes only the original boundaries of Greyhawk Landing shown on the large maintenance exhibit showing Pump & Well locations as well as Phase I of the west expansion. If updated information is received, it will be provided to all bidders

MONTHLY WET CHECKS AND REPORT MUST BE PROVIDED TO FIELD SERVICES MANAGER (see Section 2g of the service agreement)

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
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

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 pricing for such items other than routine maintenance as a separate price from this bid.

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 is 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 for all such repairs. 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.

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 irrigations 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 Manatee 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/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

[END OF SECTION]

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

**BID FORM (Initial Term)
GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

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 1

General Landscape Maintenance \$ 355,727.00 Yr.

- Storm Cleanup \$65.00 /hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) _____
Per the Districts request, yellowstone landscape shall cover and uncover suseptable plants with frost cloth provided by the district

- \$ 50.00 /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
\$ 50.00 /hr. for employee with hand-held hose
\$175.00 /hr. for water truck/tanker

PART2

Fertilization (All labor and materials) \$ 25,309.00 Yr.
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/Pre-M	1	1250	\$1,550.00
March	Pre-M	---	-----	\$1,000.00
April	8-0-12 + 4 Mg	.5	700	\$1,550.00
May	8-0-12 + 4 Mg	.5	700	\$1,550.00

BAHIA (continued)				
October	8-0-12+Mg +Pree-M	.5	700	\$1,550.00

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10+ Pre-M	1	1050	\$2,550.00
March	Pre-M	---	-----	\$2,000.00
April	21-0-0	.5	600	\$2,550.00
May	24-2-11	1	1050	\$2,550.00
October	24-2-11	1	1050	\$2,550.00
December	20-0-10 + Pre-M	1	1050	\$2,550.00

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-0-10	1	800	\$753.00
May	8-0-10	1	800	\$753.00
October	8-0-10	1	800	\$753.00

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 +4	1	750	\$275.00
May	8-2-12 +4	1	750	\$275.00
October	8-2-12+4	1	750	\$275.00
November	8-2-12+4	1	750	\$275.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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)
(if all pesticide allowance is required) *

\$ \$9,000.00 / Yr.

* 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.

OTC Injections will be performed at the discretion of the District.
(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)

\$ 600.00 / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Sylvester	5	1	\$30.00	\$600.00

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

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 green highlighted landscaped areas as described in Scope of Services.

\$ 5,900.00 / Yr.

Top Choice application will be performed at the sole discretion of the District

(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.)

PART 4

Irrigation (All labor and materials)

\$ 29,640.00 /Yr.

Freeze Protection (description of ability) _____
Per the Districts request, Yellowstone Landscape shall cover and uncover freeze susceptible parts with frost cloth provided by the District.

\$65.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 175.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

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

\$ 419,676.00 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 419,676.00 /Yr.

SECOND ANNUAL RENEWAL \$ 419,676.00 /Yr.

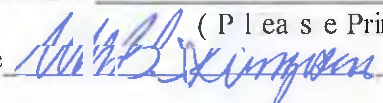
Contractor/Firm Name Yellowstone Landscape

Firm Address 6108 33rd Street East

City/State/Zip Bradenton, FL 34203

Phone Number 9941) 251-8080 E-mail Address bsimpson@yellowstonelandscape.com

Name and Title of Representative William Simpson, Business Development Manager

Representative's Signature  (Please Print)

Date April 11, 2024

ADDENDA – Proposer acknowledges the receipt of Addendum No.'s

1. X 2. X 3. X 4. _____ 5. _____

Dated this 11th day of April , 2024

[END OF SECTION]

**BID FORM (1st Annual Renewal)
GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: This pricing form is intended to cover pricing for the first annual renewal of the contract. It is assumed that prices will remain the same through each of the remaining potential annual renewal term(s). If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the remaining renewal terms.

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:

PART1

General Landscape Maintenance \$ _____ Yr.

- Storm Cleanup \$ _____/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) _____

\$ _____/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
 \$ _____/hr. for employee with hand-held hose
 \$ _____/hr. for water truck/tanker

PART2

Fertilization (All labor and materials) \$ _____ Yr.
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (continued)				

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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) \$ _____ Yr.
 (if all 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.

OTC Injections will be performed at the discretion of the District.
 (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)

\$ _____ / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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

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 green highlighted landscaped areas as described in Scope of Services.
 \$ ____ / Yr ____.

Top Choice application will be performed at the sole discretion of the District.
 (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.)

PART 4

Irrigation (All labor and materials) \$ _____/Yr.

Freeze Protection (description of ability) _____ _____ _____ _____ \$ _____/application (do not include in Irrigation Total or Grand Total) After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____
--

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

\$ _____/(1st annual renewal)

SECOND ANNUAL RENEWAL \$ _____/Yr.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Email Address _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

**BID FORM (2nd annual renewal)
GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

NOTE: This pricing form is intended to cover pricing for the second annual renewal of the contract.

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 1

General Landscape Maintenance \$ _____ Yr.

- Storm Cleanup \$ _____/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) _____

\$ _____/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
 \$ _____/hr. for employee with hand-held hose
 \$ _____/hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ _____ Yr.
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

PART3

Pest Control (All labor and materials)
(if all pesticide allowance is required) *

\$ _____ Yr.

* 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.

OTC Injections will be performed at the discretion of the District.
(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)

\$ _____ / 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, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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

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 green highlighted landscaped areas as described in Scope of Services.

\$ _____ / Yr.

Top Choice application will be performed at the sole discretion of the District.
(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.)

PART 4

Irrigation (All labor and materials) \$ _____ /Yr.

Freeze Protection (description of ability) _____ _____ _____ _____ \$ _____ /application (do not include in Irrigation Total or Grand Total) After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____
--

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

\$ _____ / (second annual renewal

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Email Address _____

Name and Title of Representative _____
(Please Print)

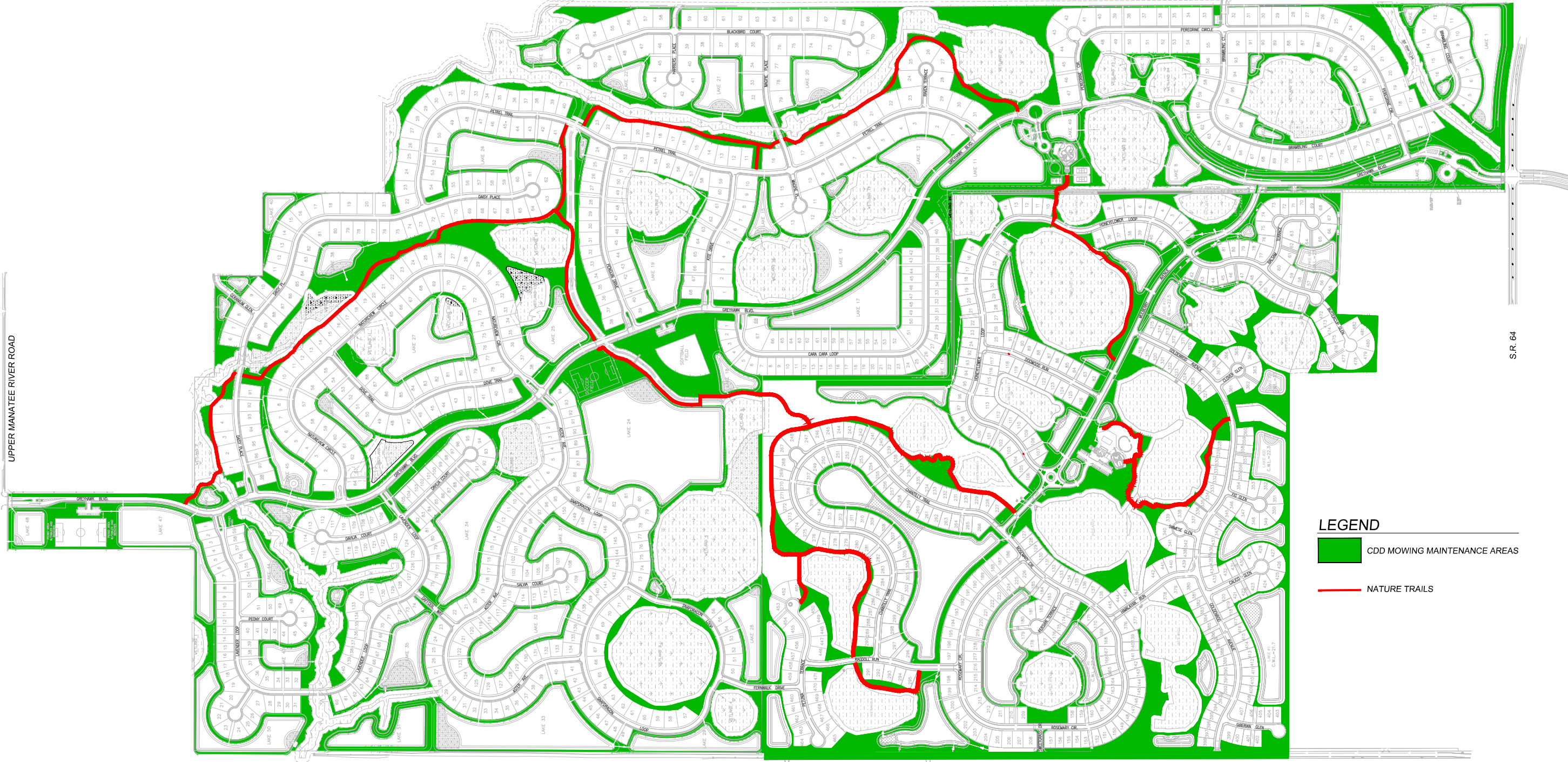
Representative's Signature _____

Date _____

EXHIBIT "C" TO AGREEMENT

MAINTENANCE MAP

UPPER MANATEE RIVER ROAD

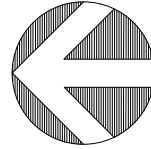


S.R. 64

LEGEND

- CDD MOWING MAINTENANCE AREAS
- NATURE TRAILS

North



GREYHAWK CDD

MOWING MAINTENANCE MAP

Schappacher Engineering, LLC



3604 53rd AVENUE EAST, BRADENTON, FL 34203
 PHONE: (841) 251-7613
 WWW.SCHAPPACHERENG.COM

DESIGNED: RS
 DRAWN: SE
 CHECKED: RS
 DATE: SEP. 2018

SCALE:

REV	DESCRIPTION	DATE	DWN BY	CKD BY

Signature	Date
RICHARD SCHAPPACHER, P. E.	
Professional Engineer # 51501	

SHEET NUMBER

**EXHIBIT "D" TO AGREEMENT
FORM
(ADDITIONAL SERVICES ORDER)**

GREYHAWK LANDING CDD
ADDITIONAL SERVICES ORDER (ASO)

*****FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM*****

-Contact District Manager For Finalized Form-

Date: MM/DD/YYYY

ASO #: 01 _____

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: _____

District Manager's Email: _____

District Address: 3434 Colwell Ave.
Tampa, FL 33614

District Phone: (813) 933-5571

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

Net Change: \$0.00

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

Reason for Additional Services Order, Please Explain:

Additional Specifications:

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

Original Agreement: Greyhawk Landing Community Development District –Landscape Maintenance Services Agreement

Signed & Dated: _____

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

OWNER:

GREYHAWK LANDING COMMUNITY DEVELOPMENT
DISTRICT,
a local unit of special-purpose government

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 20___, by and between:

Greyhawk Landing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Ste. 200, Tampa, Florida 33614 (“**District**” or “**CDD**”); and

Yellowstone Landscape _____ (the “**Contractor,**” and collectively with the District, the “**Parties**”).

RECITALS

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

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

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

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

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

2. **CONTRACTOR OBLIGATIONS.**

- a. **Scope of Services.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. Additionally, the Contractor agrees that the District may in its discretion and at any time add

maintenance relating to certain "Optional Areas" as designated in **Exhibit C** to the Work, using the pricing set forth in **Exhibit B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. **Acceptance of Site.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. **Manner of Contractor's Performance.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. **Discipline, Employment, Uniforms.** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on

the premises in a uniform to be designed by the Contractor. 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.

- e. **Scheduling.** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on **Saturdays** if needed to make up Rain Days with prior notification to and approval by, the District Representatives (defined herein). All mowing operations should begin on Monday morning to minimize need for using Saturdays for “make up” days.
- f. **Protection of Property.** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. **Reporting Services.** The Contractor agrees to meet with a District representative (Landscape Specialist), when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the Landscape Specialist will compile a list of landscape related items (Landscape Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not provide a response within the specified time, the first offense will result in a written warning; the second offense will result in a second written 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. If the deficient items have not been rectified to the District’s satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor’s next monthly invoice. (See Paragraph “h” below for further remedies.) The District shall designate in writing one or more persons to act as the District’s on-site representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment,

elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Belinda Blandon, Andrew Davis and Hannah Alhalel and other representatives of Rizzetta & Company, Inc., to act as the District's on-site Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet an on-site District Representative at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District's Board of Supervisors.

- h. **Deficiencies.** If the on-site District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.
- i. **Compliance with Laws.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

- j. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- l. **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.
- m. **Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. **Independent Contractor Status.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. **COMPENSATION; TERM.**

- a. **Term.** Work under this Agreement shall begin _____, 20__ and end _____, 20__ ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to two times and for one-year periods each starting _____.
- b. **Compensation.** As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. **Additional Work.** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. **Payments by District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of \$ _____ per year as detailed in Exhibit "B", payable in monthly installments as detailed below. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below. As compensation for the work, the District agrees to pay Contractor \$ _____ per month during the Initial Term, \$ _____ per month during the First Annual Renewal, and \$ _____

per month during the Second Annual Renewal. Such compensation covers only the items specified in Parts 1 & 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2 and 3 of the Contractor's Bid Form attached as Exhibit "B", the District agrees to pay Contractor for services 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.

- e. **Payments by Contractor.** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause and this Agreement can then be terminated by the District in its sole and absolute discretion, whether or not reasonable. Any termination by the

District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

5. INSURANCE.

- a. **Insurance Required.** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. **Types of Insurance Coverage Required.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.

- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers,

employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. The foregoing indemnification includes agreements 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 by or utilized by the Contractor in the performance of this agreement.

- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants' limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

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

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

- a. ***Default & Protection Against Third Party Interference.*** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- c. **Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
- d. **Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. **Headings for Convenience.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- f. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document and the original RFP shall control.
- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings as well as attorney's fees and costs incurred in determining entitlements to and reasonableness of fees and costs.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Greyhawk Landing Community
Development District
3434 Colwell Avenue, Ste. 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Andrew H. Cohen
6853 Energy Court
Lakewood Ranch, FL 34240

B. **If to Contractor:** _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

l. **Controlling Law & Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of

the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

- m. **Public Records.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and 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 the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, DISTRICT MANAGER AT RIZZETTA & COMPANY, 3434 COLWELL AVENUE, STE. 200, TAMPA, FL 33614, TEL. 813-933-5571, INFO@RIZZETTA.COM.

- n. **E-Verify Requirement.** Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

- o. ***Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- p. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- q. ***Signatures.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

Signatures next page

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

ATTEST:

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal**
- Exhibit C: Landscape Maintenance Areas Exhibit**
- Exhibit D: Additional Services Order**

**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Addendum No. 1

To: All Bidders

CC: Belinda Blandon, District Manager
Andrew Cohen, District Counsel

From: John R. Toborg, Manager, Landscape Inspection Services

Date: April 11, 2024

This Addendum No. 1 for the GreyHawk Landing CDD RFP for Landscape and Irrigation Maintenance Services extends the bid due date & time.

The revised bid due date and time of the public bid opening for the GreyHawk Landing Landscape & Irrigation Maintenance RFP has been extended to Monday, April 15, 2024, 10:30 a.m., EST. The location remains the same – Rizzetta & Co., Inc, 5020 West Linebaugh Ave., Ste. 240, Tampa, FL 33624.

If vendor's proposal has already been prepared and will not change due to this or any subsequent addenda, please send an email to me stating acknowledgement of each addendum, and I will include with the proposal when distributing vendors' bid packages to the board of supervisors.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE SUBMITTAL OF
BID PROPOSAL.**

**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Addendum No. 2

To: All Bidders

CC: Belinda Blandon, District Manager
Andrew Cohen, District Counsel

From: John R. Toborg, Manager, Landscape Inspection Services

Date: April 11, 2024

This Addendum No. 2 for the GreyHawk Landing CDD RFP for Landscape and Irrigation Maintenance Services provides answers to questions regarding the RFP that were received by the March 28th deadline.

Q: Define depth of mowing on preserve areas due to missing conservation posts?

A: Where there is a concrete path, at minimum of five (5) feet to ten (10) feet should be maintained like all Bahia areas where preserve is directly adjacent to community Bahia. Mowing/trimming should be performed to first mature tree line unless it is clear this area would be included in the wetland buffer.

Q: Encroachment by invasives should be identified for removal by District. As they are identified, will this be an extra charge for removal as it will be difficult to determine what the size of the vegetation will be as it is identified?

A: Once they are identified, a proposal should be provided for their removal. However, “new growth encroachment” that is a result of contractor’s lack of attention in these buffer areas will be the contractor’s responsibility to remove.

Q: What is the height limit on Preserve vegetation encroachment trimming?

A: High enough to safely allow the vendors’ mowers (and other maintenance activities) to successfully pass under the vegetation to allow them to properly mow the CDD-maintained turf surrounding the wetland perimeters. Also, high enough for a bicyclist to freely pass when on nature trails.

Q: Define Clean/Park-Like appearance in detail please?

A: Neatly mowed, trail hard-edged and limb and palm debris removed and disposed of.

Q: 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. Is this the Oak trees only and does it exclude trees on trails and the Preserves?

A: Only those trees that are CDD-maintained, whether they be on the streets, around the parks or in landscape buffers removed from both streets and or sidewalks. Trees included in wetlands or wetland buffers or between the buffer and trails, would not be included except for those that may have been planted by the CDD as accents.

Q: Moss removal in the dormant season mentions the removal of moss on the entire tree regardless of height, but you mention Cypress and Loblolly Pines which are not Ornamentals and can grow quite a bit higher than ornamentals.

A: Contractor is responsible for the de-mossing of all CDD-maintained trees up to a height of 15'.

Q: Does Moss removal have to be done on Trails, and Preserves?

A: De-mossing is not required for those trees along trails.

Q: What is the expectation regarding frequency on leaf removal (Seasonal, Monthly, Bi-weekly, Weekly or Eight, Four or Two) something specific?

A: Bi-weekly, January through March.

Q: Is leaf removal exclusive to St. Augustine Grass Areas?

A: Yes

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE SUBMITTAL OF
BID PROPOSAL.**

**GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Addendum No. 3

To: All Bidders

CC: Belinda Blandon, District Manager
Andrew Cohen, District Counsel

From: John R. Toborg, Manager, Landscape Inspection Services

Date: April 11, 2024

This Addendum No. 3 provides the updated maintenance exhibit referenced in the Mandatory Pre-Bid Conference.

See Maintenance Exhibit under separate cover.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE SUBMITTAL OF
BID PROPOSAL.**

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

YELLOWSTONE LANDSCAPE

(Name of Proposer)

6. Is the Proposer incorporated in the State of Florida? Yes No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No ()

If no, please explain: _____

- Date incorporated April 11, 2008 Charter No. L05000035212

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes No

If no, please explain: _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida? Yes No

6.3 If Proposer is not incorporated, please identify the type of business entity. (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(21) \$450 Million, (22) \$539 Million, (23) \$709 Million.

9. What are the Proposer's current insurance limits?

General Liability	\$ 1,000,000
Automobile Liability	\$ 2,000,000
Umbrella Coverage	\$ 10,000,000
Workers Compensation	\$ 1,000,000
Expiration Date	4-1-2025

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No (Ⓞ) If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended. _____
State the period(s) of debarment or suspension. _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No (Ⓞ) If so, where, and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No (Ⓞ) If so, state name of individual, other organization, and reason, therefore. _____

13. List any and all litigation to which the Proposer, any personnel to work at Greyhawk Landing, any officer and/or employee of the Proposer has been a party in the last five (5) years. NONE

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (Ⓞ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: _____
See Attached

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
None

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. (see attached)

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel. (see attached)

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Brian Santillana	Branch Manager	
Name	Position	
Oversees all aspects of Branch operations	18	8
Type of Work	Yrs. Exp.	Yrs. With Firm
Bill Simpson	ISA Certified Arborist	
Name	Position	
Arborist	32	5
Type of Work	Yrs. Exp.	Yrs. With Firm
Guillermo Alvarez	Operations Manager	
Name	Position	
Oversees Crews / Equipment	17	12
Type of Work	Yrs. Exp.	Yrs. With Firm

Patrick Barsness	Horticulture Superintendent	
Name	Position	
Oversees all Chemical Operations/Apps	27	10
Type of Work	Yrs. Exp.	Yrs. With Firm

Juan Oliveras	Irrigation Superintendent	
Name	Position	
Oversees Irrigation Department	17	9
Type of Work	Yrs. Exp.	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Greyhawk Landing CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Greyhawk Landing CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Yellowstone Landscape
 Name of Proposer

By: *William Simpson*
 William Simpson, Bs. Dev. Manager
 [Type Name and Title of Person Signing]

This 11th day of April, 2024.

(Corporate Seal)

Sworn to before me this 11th day of April, 2024



(Seal)

[Signature] 05/31/2027
 Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name Yellowstone Landscape Date April 11, 2024

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Harry Lamberton	CEO/President	See attached	Bunnell, FL
Timothy Sherman	CFO	See attached	Bunnell, FL
Tim Portland	Executive Chairman	See attached	Bunnell, FL
Jim Herth	VP Of Bs. Development	See attached	Bunnell, FL
Elise Johnson	VP of Human Resources	See attached	Bunnell, FL
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of Florida ss:
County of Manatee

William Simpson, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____ who is personally known to me or has produced _____ as identification.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by _____ who is () personally known to me or () has produced _____ as identification.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

AFFIDAVIT FOR CORPORATION

State of Florida
County of Manatee

ss:

William Simpson
(title) Business Development Manager
of the Yellowstone Landscape

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

William B. Simpson
(Officer must also sign here)

CORPORATE SEAL

Acknowledged before me by means of physical presence or online notarization this 11th day of April, 2024, by William Simpson who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of FLORIDA
Print Name: NATALIA Bigelow
Commission No.: HH 356548
My Commission Expires: 05/31/27

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Greyhawk Landing Community Development District.
2. This sworn statement is submitted by Yellowstone Landscape
(Print Name of Entity Submitting Sworn Statement)
whose business address is 6108 33rd Street East, Bradenton, FL 34203
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2993503
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
3. My name is William Simpson and my relationship to the entity named above is Business Development Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[CONTINUED ON NEXT PAGE]

William Simpson, Yellowstone Landscape

W.S. Simpson

Date: April 11, 2024

STATE OF Florida
COUNTY OF Manatee

Acknowledged before me by means of physical presence or online notarization this 11th
day of April, 2024 by William Simpson who is personally known to me
or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: NATALIA Bigelow
Commission No.: HH 356548
My Commission Expires: 05/31/2027

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Waterlefe Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Bs. Dev. Mananger for Yellowstone Landscape ("Proposer") and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is: 6108 33rd Street East, Bradenton, FL 34203

4. Proposer's Federal Employer Identification Number (FEIN) is: 20-2993503
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 11th day of April, 2024.

Proposer: Yellowstone Landscape

By: William B. Simpson *W.B. Simpson*

Title: Business Development Manager

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of April, 2024, by William Simpson of Yellowstone Landscape who is personally known to me or who has produced as identification, and did or did not take the oath.



Notary Public, State of Florida
Print Name: NATALIA Bigelow
Commission No.: HH 356548
My Commission Expires: 05/31/2027

Tab 2



**GREYHAWK LANDING
GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT
FIELD MANAGER MONTHLY REPORT**

Andrew Davis – April 25, 2024

Aquatics - Lakes & Ponds Update:

Items to be addressed by Cross creek that are pending:

Proposal to clean up preserve area North of Harriers, West of Blackbird:

The area leading up to pond 23 is an area that I have discussed with Crosscreek in the past. The proposal also says 2-4 ft of vegetation removal..... which is identified as the first tree in this conservation area.

The scope of this proposal is for the conservation are behind the homes located at 307-315 Blackbird ct.

Yellowstone Landscape Update

Additional Viburnum on 117th has been replaced.

Items to be addressed by Yellowstone that are pending:

Tree on Greyhawk Blvd

An estimate was approved by Jim (while Andrew was out) to replace a bad decoder and solenoid on zone 16.

Main Gate Update:

For the last 10 weeks (about 2 and a half months) Maingate has been consistently on site at least once per week.

<i>GATES THAT NEED BORING:</i>	<i>GATES COMPLETED WITH BORING:</i>
Upper Manatee	Geranium
Harriers	Brambling
Front gate	
Rosemary	
Goldenrod	

Pools by Lowell

After Pools by Lowell received their demand notice they immediately came and took care of the spas at both locations. They also have prepared a new maintenance tech to take over GHLS pools and this person started the week of April 15th.

I will be meeting with Pools by Lowell after I return from PTO on the 23rd to discuss any further repairs needed for Mulberry spa (may require a plumber to snake the pipelines with a camera).

CDD Facilities Update:

Operations/Maintenance Accomplishments for the month of March 2024:

- Ant mounds treated along GHL Blvd. sidewalks
- Half the patio furniture has been returned finished.

Completed items

Recreation Center	Mulberry Clubhouse
Main doors have been fixed	Pickleball screens have been fixed
Spa has been fixed	Spa has been fixed

Pending Items

Recreation Center	Mulberry Clubhouse
Delivery of weights and exercise equipment	
Gates and Cabana doors still need to be fixed	

Maintenance and Operations

Pending Projects Update:

- Pool resurfacing and splash pad repair
- RFID Distribution

Recommendations for the Board of Supervisors:


None at this time.

Tab 3



Lakewood Ranch
Community Development Districts
Homeowners' Associations

ADMINISTRATIVE POLICY

NUMBER: CDD2-2013-02	DATE: February 21, 2013
REVISIONS: August 20, 2020	
APPROVED BY/AUTHORITY: Lakewood Ranch Community Development District 2	SIGNATURE: 

SUBJECT: Lakewood Ranch CDD2 Memorial Program

PURPOSE: To Amend the District Memorial Program

POLICY:

The following is a policy of the Lakewood Ranch Community Development District 2 establishing the guidelines for a District Memorial Program.

Any private individual, group, or committee wishing to memorialize a special event, a loved one or group can choose a memorial option offered by the District. Anyone that would like to purchase a memorial must complete and submit a "Memorial Request Form" to the Operations Facility. The District and or staff are responsible for approving the selection and placement of all memorials to be placed in common areas. Neither the District nor staff assumes the responsibility for the replacement, preservation, security, or possible damage or theft of any memorial item.

1. Memorial gift options:
 - a. Adopt an Existing Tree with Marker
 - i. Purchase of a granite tree marker (10"x8"x4") to be set into the ground next to an existing District tree.
 - b. Memorial Bench with Plaque
 - i. Purchase of a six-foot cedar slated bench made from recycled materials and a bronze plaque (4"x6") set into the concrete footing to be installed on District property.
2. Pricing of memorial options:
 - a. Adopt an Existing Tree with Marker - \$150
 - b. Memorial Bench with Plaque - \$1,800
3. Timing for the District to fulfill requests:
 - a. Adopt an Existing Tree with Marker
 - i. Requests can be accepted and fulfilled throughout the year
 - ii. Allow 2 months for marker placement from request approval

- b. Memorial Bench with Plaque
 - i. Requests accepted throughout the year
 - ii. Installation of benches limited to three times per year (March, July, & November)
- 4. Approved areas for memorials:
 - a. Memorial Bench with Plaque
 - i. Edgewater Wharf
 - ii. CDD2 Park (behind Athletic Center)
 - iii. Masters Avenue (between Legacy Blvd & Lorraine Rd)
 - iv. Eagles Watch Way
- 5. Purchase and installation of memorials:
 - a. The purchase and dedication of all memorials will be funded by private individuals, groups, or committees.
 - b. Staff will notify all accepted applicants of the approved memorial, location, and the cost of the memorial.
 - c. All payments for the purchase of memorials will be made payable to Lakewood Ranch Community Development District 2 before the installation of the memorial.
 - d. Memorials will not be installed before form approval and payment to the District.
 - e. All memorials will be installed by staff or by a qualified contractor selected by the District or staff.
 - f. The District will not be responsible for the purchase, repair, or replacement of any memorial.
- 6. Limitations and Restrictions:
 - a. The District and/or staff have final approval of the requested memorial and location of the memorial.
 - b. On the plaque, engraving is limited to a maximum of 4 lines and 15 characters per line.
 - c. The District and/or staff have final approval of the wording for the engraving on the memorial.
 - d. Memorials representing or depicting a commercial advertisement will not be permitted.
 - e. The District and/or staff can also limit the total number of memorials permitted in the District.
 - f. The purchaser of the memorial releases the District of all responsibility for repairs and/or replacement of memorial.
 - g. The purchaser of the memorial assumes full responsibility for the cost of all repairs or replacements, if necessary.
 - h. When determining the approval of memorial locations the following factors will be considered:
 - i. Proximity to homes
 - ii. Lines of sight
 - iii. Distance to other memorials
 - iv. Safety
 - v. Maintenance
 - vi. Existing landscaping

Memorial Request Form

Instructions: This form is to be completed by members of the public seeking to purchase a memorial to be installed on District property. All memorials are governed by the Lakewood Ranch Community Development District 2 - Memorial Program Policy, CDD2-2013-02. A copy of this policy is available upon request.

- Please provide all information requested. Incomplete forms will be rejected.
- Please submit the completed form to the Operations Facility.
- You will be contacted when the form is approved and notified of the location and amount due.
- Memorials will not be installed before form approval and receipt of payment.
- Payment must be made payable to Lakewood Ranch Community Development District 2.

Please print legibly:

Full Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Requested Memorial:

_____	Adopt an Existing Tree with Marker	\$150.00
_____	Memorial Bench with Plaque	\$1,800.00

Requested Location:

_____	Edgewater Wharf	_____	Eagles Watch Way
_____	CDD2 Park (Behind Athletic Center)	_____	Masters Avenue (between Legacy Blvd & Lorraine Rd)

Description of Location: _____

Note: An on-site meeting with staff may be necessary to determine the final approval of a location.

Requested Engraving of Marker or Plaque:

_____ Granite Tree Marker (10"x8"x4")

_____ Bronze Plaque (4"x6")

Engraving (maximum of 4 lines and 15 characters per line):

Line 1: _____

Line 2: _____

Line 3: _____

Line 4: _____

Signature: _____ Date: _____

For staff use only:

Form Received by: _____ Date: _____

Memorial Approved: _____

Location Approved: _____

Approved by: _____ Date: _____

Amount Due: _____ Applicant Notified: Yes _____ No _____

Payment Received: Yes _____ No _____ Date Received: _____

Date Memorial Ordered: _____ Installation Date: _____

Tab 4



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** May 23, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 30, 2024
- **Next Election (Seats 2, & 4):** Tuesday, November 5, 2024

**District
Manager's
Report**

April 17

2024

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<u>FINANCIAL SUMMARY</u>		<u>3/31/2024</u>
General Fund Cash & Investment Balance		\$1,342,429
Reserve Fund Investment Balance		\$1,841,181
Debt Service Fund Investment Balance		\$1,019,209
Capital Projects Fund Investment Balance		\$1,874,752
Total Cash and Investment Balances		\$6,077,571
General Fund Expense Variance:	\$80,054	Under Budget



Rizzetta & Company

Budget workshop - Scheduled for May 23, 2024, at 5:00 pm. DM will be providing the draft budgets for review by the Board in advance of the workshop.

Pool Resurfacing Timeline - A contract has been provided to the Pool Works for review and execution. We have been informed by the Pool Works that the timeline for completion of the work will be between 6 to 8 weeks. First available date will be June of 2025 and the pool would be closed for the 4th of July weekend. The Pool Works is asking for confirmation of these dates. To be discussed with the Board.

Mulch Installation - Contract has been provided to the vendor for execution. The vendor has advised that installation has been scheduled for the week of 5/27 thru 06/03.

Tab 5



Rizzetta & Company

Greyhawk Landing Community Development District

**Financial Statements
(Unaudited)**

March 31, 2024

Prepared by: Rizzetta & Company, Inc.

**greyhawkcdd.org
rizzetta.com**

Greyhawk Landing Community Development District

Balance Sheet

As of 03/31/2024

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	317,524	(16,169)	8,853	0	310,208	0	0
Investments	1,024,905	1,841,181	1,019,209	1,874,752	5,760,046	0	0
Accounts Receivable	53,244	0	24,116	0	77,361	0	0
Prepaid Expenses	346	0	0	0	346	0	0
Refundable Deposits	9,130	0	0	0	9,130	0	0
Due From Other	52,947	0	0	0	52,947	0	0
Fixed Assets	0	0	0	0	0	28,456,356	0
Amount Available in Debt Service	0	0	0	0	0	0	1,052,178
Amount To Be Provided Debt Service	0	0	0	0	0	0	9,655,822
Total Assets	1,458,096	1,825,012	1,052,178	1,874,752	6,210,038	28,456,356	10,708,000
Liabilities							
Accounts Payable	43,535	38,970	0	0	82,505	0	0
Accrued Expenses	7,519	0	0	0	7,519	0	0
Other Current Liabilities	45	0	0	0	45	0	0
Due To Other	0	4,841	0	48,106	52,947	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	10,708,000
Deposits Payable	1,625	0	0	0	1,625	0	0
Total Liabilities	52,724	43,811	0	48,106	144,641	0	10,708,000
Fund Equity & Other Credits							
Beginning Fund Balance	388,025	1,590,006	234,076	1,818,078	4,030,185	0	0
Investment In General Fixed Assets	0	0	0	0	0	28,456,356	0
Net Change in Fund Balance	1,017,347	191,195	818,102	8,568	2,035,212	0	0
Total Fund Equity & Other Credits	1,405,372	1,781,201	1,052,178	1,826,646	6,065,397	28,456,356	0
Total Liabilities & Fund Equity	1,458,096	1,825,012	1,052,178	1,874,752	6,210,038	28,456,356	10,708,000

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,300	(3,300)
Special Assessments				
Tax Roll	1,877,073	1,877,073	1,893,713	(16,640)
Other Misc. Revenues				
Miscellaneous Revenue	0	0	3,194	(3,194)
Total Revenues	<u>1,877,073</u>	<u>1,877,073</u>	<u>1,900,207</u>	<u>(23,134)</u>
Expenditures				
Legislative				
Supervisor Fees	9,600	4,800	4,400	400
Total Legislative	<u>9,600</u>	<u>4,800</u>	<u>4,400</u>	<u>400</u>
Financial & Administrative				
Accounting Services	20,550	10,275	10,275	0
Administrative Services	4,867	2,433	2,433	0
Arbitrage Rebate Calculation	1,000	500	0	500
Assessment Roll	5,408	5,408	5,408	0
Auditing Services	3,650	0	0	0
Bank Fees	0	0	276	(276)
Disclosure Report	1,000	1,000	0	1,000
District Engineer	40,000	20,000	21,390	(1,390)
District Management	24,336	12,168	12,168	0
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	4,326	2,163	2,163	0
Legal Advertising	2,300	1,150	487	663
Miscellaneous Mailings	1,000	500	0	500
Public Officials Liability Insurance	3,655	3,655	3,458	197
Trustees Fees	11,530	6,223	5,877	346
Website Hosting, Maintenance, Backup & E	4,418	2,977	2,977	0
Total Financial & Administrative	<u>128,215</u>	<u>68,628</u>	<u>67,088</u>	<u>1,540</u>
Legal Counsel				
District Counsel	41,000	20,500	17,412	3,088
Total Legal Counsel	<u>41,000</u>	<u>20,500</u>	<u>17,412</u>	<u>3,088</u>
Security Operations				
FHP Patrol	27,500	13,750	17,190	(3,440)
Guard & Gate Facility Maintenance & Repa	5,500	2,750	9,739	(6,989)
Security Camera Maintenance	6,100	3,050	2,627	422
Security Monitoring Services	7,640	3,820	1,238	2,583

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	03/31/2024	03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Security Services & Patrols	324,492	162,246	160,944	1,302
Total Security Operations	371,232	185,616	191,737	(6,122)
Electric Utility Services				
Utility - Recreation Facilities	47,300	23,650	27,745	(4,095)
Utility - Street Lights	10,100	5,050	5,646	(596)
Utility Services	32,000	16,000	16,040	(40)
Total Electric Utility Services	89,400	44,700	49,431	(4,731)
Gas Utility Service				
Utility Services	200	100	107	(6)
Total Gas Utility Service	200	100	107	(6)
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	7,600	3,800	6,112	(2,313)
Total Garbage/Solid Waste Control Services	7,600	3,800	6,112	(2,313)
Water-Sewer Combination Services				
Utility Services	17,000	8,500	10,873	(2,372)
Total Water-Sewer Combination Services	17,000	8,500	10,873	(2,372)
Stormwater Control				
Aquatic Maintenance	46,440	23,220	28,023	(4,803)
Aquatic Plant Replacement	3,000	1,500	0	1,500
Fountain Service Repair & Maintenance	4,500	2,250	0	2,250
Lake/Pond Bank Maintenance & Repair	5,000	2,500	14,750	(12,250)
Midge Fly Treatments	10,000	5,000	0	5,000
Stormwater System Maintenance	4,500	2,250	5,504	(3,254)
Wetland Invasive Areas Maintenance	25,500	12,750	18,635	(5,885)
Wetland Monitoring & Maintenance	13,120	6,560	6,400	160
Total Stormwater Control	112,060	56,030	73,312	(17,282)
Other Physical Environment				
Employee - Salaries	207,678	103,839	86,706	17,133
Employee - Workers Comp	0	0	850	(850)
Entry & Walls Maintenance & Repair	4,000	2,000	0	2,000
Fire Ant Treatment	8,000	4,000	0	4,000
General Liability Insurance	4,677	4,677	3,772	905
Holiday Decorations	15,000	15,000	15,000	0
Irrigation Maintenance	28,200	14,100	4,421	9,679
Landscape - Annuals/Flowers	17,500	8,750	8,922	(172)
Landscape - Mulch	40,000	20,000	0	20,000
Landscape Inspection Services	3,600	1,800	800	1,000
Landscape Maintenance	371,947	185,973	190,267	(4,293)
Landscape Replacement Plants, Shrubs, Tr	50,000	25,001	20,619	4,381

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	03/31/2024	03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Property Insurance	22,340	22,340	23,399	(1,059)
Tree Trimming Services	10,000	5,000	14,517	(9,517)
Total Other Physical Environment	782,942	412,480	369,272	43,207
Road & Street Facilities				
Gate Maintenance & Repair	12,000	6,000	0	6,000
Parking Lot Repair & Maintenance	1,500	750	0	750
Roadway Repair & Maintenance	2,500	1,250	0	1,250
Sidewalk Maintenance & Repair	15,000	7,500	3,325	4,175
Street Light/Decorative Light Maintenan	30,000	15,000	14,909	92
Street Sign Repair & Replacement	5,000	2,500	0	2,500
Total Road & Street Facilities	66,000	33,000	18,234	14,766
Parks & Recreation				
Athletic Court/Field/Playground Maintena	3,000	1,500	2,011	(511)
Basketball Court Maintenance & Supplies	3,000	1,500	0	1,500
Cable & Internet	13,704	6,852	8,867	(2,015)
Clubhouse Janitorial Services	11,108	5,554	4,604	950
Dock Repairs and Maintenance	3,000	1,500	0	1,500
Facility Supplies	19,500	9,750	2,415	7,335
Fitness Equipment Maintenance & Repair	7,500	3,750	1,690	2,059
Maintenance & Repairs	39,500	19,750	16,576	3,175
Office Supplies	4,500	2,250	803	1,447
Pest Control & Termite Bond	1,700	850	395	455
Playground Equipment & Maintenance	2,000	1,000	41	959
Pool Repairs	33,000	16,500	10,124	6,377
Pool Service Contract	46,200	23,100	23,100	0
Pool/Water Park/Fountain Maintenance	1,000	500	0	500
Tennis Court Maintenance & Supplies	5,000	2,500	474	2,026
Vehicle Maintenance	3,112	1,556	2,267	(712)
Total Parks & Recreation	196,824	98,412	73,367	25,045
Contingency				
Capital Projects	25,000	12,500	0	12,500
Miscellaneous Contingency	30,000	15,000	2,665	12,335
Total Contingency	55,000	27,500	2,665	24,835
Total Expenditures	1,877,073	964,065	884,010	80,054
Total Excess of Revenues Over(Under) Expen- ditures	0	913,008	1,016,197	(103,189)
Total Other Financing Sources(Uses)				
Prior Year AP Credit				

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Prior Year A/P Credits	0	0	1,150	(1,150)
Total Other Financing Sources(Uses)	0	0	1,150	(1,150)
Fund Balance, Beginning of Period	0	0	388,025	(388,025)
Total Fund Balance, End of Period	0	913,008	1,405,372	(492,364)

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	28,246	(28,246)
Special Assessments				
Tax Roll	270,000	270,000	270,000	0
Total Revenues	<u>270,000</u>	<u>270,000</u>	<u>298,246</u>	<u>(28,246)</u>
Expenditures				
Contingency				
Capital Reserve	270,000	270,000	107,703	162,297
Total Contingency	<u>270,000</u>	<u>270,000</u>	<u>107,703</u>	<u>162,297</u>
Total Expenditures	<u>270,000</u>	<u>270,000</u>	<u>107,703</u>	<u>162,297</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>190,543</u>	<u>(190,543)</u>
Total Other Financing Sources(Uses)				
Gain or Loss on Investments				
Unrealized Gain/Loss on Investments	0	0	652	(652)
Total Gain or Loss on Investments	<u>0</u>	<u>0</u>	<u>652</u>	<u>(652)</u>
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>652</u>	<u>(652)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,590,006</u>	<u>(1,590,006)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,781,201</u>	<u>(1,781,201)</u>

985 Debt Service Fund S2021 Refund **Greyhawk Landing Community Development District**

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	4,436	(4,436)
Special Assessments				
Tax Roll	354,900	354,900	357,614	(2,714)
Total Revenues	<u>354,900</u>	<u>354,900</u>	<u>362,050</u>	<u>(7,150)</u>
Expenditures				
Debt Service				
Interest	61,900	61,900	32,110	29,790
Principal	293,000	293,000	0	293,000
Total Debt Service	<u>354,900</u>	<u>354,900</u>	<u>32,110</u>	<u>322,790</u>
Total Expenditures	<u>354,900</u>	<u>354,900</u>	<u>32,110</u>	<u>322,790</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>329,940</u>	<u>(329,940)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>62,810</u>	<u>(62,810)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>392,750</u>	<u>(392,750)</u>

See Notes to Unaudited Financial Statements

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,134	(3,134)
Special Assessments				
Tax Roll	305,910	305,910	308,249	(2,339)
Total Revenues	<u>305,910</u>	<u>305,910</u>	<u>311,383</u>	<u>(5,473)</u>
Expenditures				
Debt Service				
Interest	189,910	189,910	96,293	93,616
Principal	116,000	116,000	0	116,000
Total Debt Service	<u>305,910</u>	<u>305,910</u>	<u>96,293</u>	<u>209,616</u>
Total Expenditures	<u>305,910</u>	<u>305,910</u>	<u>96,293</u>	<u>209,616</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>215,090</u>	<u>(215,090)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>117,917</u>	<u>(117,917)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>333,007</u>	<u>(333,007)</u>

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,560	(3,560)
Special Assessments				
Tax Roll	311,771	311,771	314,155	(2,384)
Total Revenues	<u>311,771</u>	<u>311,771</u>	<u>317,715</u>	<u>(5,944)</u>
Expenditures				
Debt Service				
Interest	86,771	86,771	44,642	42,129
Principal	225,000	225,000	0	225,000
Total Debt Service	<u>311,771</u>	<u>311,771</u>	<u>44,642</u>	<u>267,129</u>
Total Expenditures	<u>311,771</u>	<u>311,771</u>	<u>44,642</u>	<u>267,129</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>273,073</u>	<u>(273,073)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>53,348</u>	<u>(53,348)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>326,421</u>	<u>(326,421)</u>

Greyhawk Landing Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	50,004	(50,004)
Total Revenues	<u>0</u>	<u>0</u>	<u>50,004</u>	<u>(50,004)</u>
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	41,436	(41,436)
Total Other Physical Environment	0	0	41,436	(41,436)
Total Expenditures	<u>0</u>	<u>0</u>	<u>41,436</u>	<u>(41,436)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>8,568</u>	<u>(8,568)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,818,078</u>	<u>(1,818,078)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,826,646</u>	<u>(1,826,646)</u>

Greyhawk Landing CDD
Investment Summary
March 31, 2024

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>March 31, 2024</u>
The Bank of Tampa	Money Market	\$ 7,061
The Bank of Tampa ICS Program:		
Ameris Bank	Money Market	30,865
First-Citizens Bank & Trust Company	Money Market	247,473
Parke Bank	Money Market	22
Peoples Bank	Money Market	63
Quad City Bank and Trust Company	Money Market	156,035
TransPecos Banks, SSB	Money Market	174,294
Western Alliance Bank	Money Market	161,619
Zions Bancorporation, N.A.	Money Market	247,473
Total General Fund Investments		<u>\$ 1,024,905</u>
FL CLASS General Fund Reserve - Enhanced Cash	FL Class General Fund Reserve - Enhanced Cash - 5.3055% Monthly	\$ 722,912
FL CLASS General Fund Reserve - Enhanced Cash	FL Class General Fund Reserve - 5.4074% Monthly	348
The Bank of Tampa ICS Program Capital Reserve:		
East Weest Bank	Money Market	247,473
MapleMark Bank	Money Market	247,457
Parke Bank	Money Market	18
Pinnacle Bank	Money Market	247,473
TransPecos Banks, SSB	Money Market	73,060
Western Alliance Bank	Money Market	85,832
The Bank of Tampa ICS Program Road Reserve:		
Ameris Bank	Money Market	216,608
Total Reserve Fund Investments		<u>\$ 1,841,181</u>
US Bank S2021 Refunding - Revenue	US Bank Money Market Ct	\$ 380,719
US Bank S2021 Prepayment	US Bank Money Market Ct	927
US Bank S2021 Revenue	US Bank Money Market Ct	314,926
US Bank S2023 Interest	US Bank Money Market Ct	1,896
US Bank S2023 Revenue	US Bank Money Market Ct	320,741
Total Debt Service Fund Investments		<u>\$ 1,019,209</u>
US Bank S2021 Acquisition & Construction	US Bank Money Market Ct	\$ 1,874,752
Total Capital Projects Fund Investments		<u>\$ 1,874,752</u>

Greyhawk Landing Community Development District
Summary A/R Ledger
From 03/1/2024 to 03/31/2024

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due	
985, 2776	985-001	985 General Fund	Manatee County Tax Collector	AR00001521	12110	10/01/2023	53,244.75
Sum for 985, 2776							53,244.75
985, 2778	985-200	985 Debt Service Fund S2021 Re- fund	Manatee County Tax Collector	AR00001521	12110	10/01/2023	8,800.18
Sum for 985, 2778							8,800.18
985, 2779	985-201	985 Debt Service Fund S2013/S2023	Manatee County Tax Collector	AR00001521	12110	10/01/2023	7,585.41
Sum for 985, 2779							7,585.41
985, 2780	985-202	985 Debt Service Fund S2021	Manatee County Tax Collector	AR00001521	12110	10/01/2023	7,730.74
Sum for 985, 2780							7,730.74
Sum for 985							77,361.08
Sum Total							77,361.08

See Notes to Unaudited Financial Statements

**Greyhawk Landing Community Development District
Summary A/P Ledger
From 03/1/2024 to 03/31/2024**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
985, 2776					
985 General Fund	03/26/2024	A-NIKS LLC	71777	Refill 03/24	484.55
985 General Fund	03/28/2024	Cheryl Ady	CA032824	Board of Supervisors Meeting 03/28/24	200.00
985 General Fund	03/11/2024	Erin Wilson	031124 Wilson	Rental Deposit Refund 03/24	250.00
985 General Fund	03/18/2024	Florida Power & Light Company	FPL Electric Summary 95925-44168 03/24	FPL Electric Summary 95925-44168 03/24	2,175.75
985 General Fund	03/18/2024	Florida Power & Light Company	FPL Electric Summary 95925-44168 03/24	FPL Electric Summary 95925-44168 03/24	2,746.56
985 General Fund	03/28/2024	Frontier Florida, LLC	210-141-0055-031323	Internet & Phone 04/24	1,032.01
985 General Fund	03/26/2024	Manatee County Utilities Department	MCUD Summary 03/24 ACH	MCUD Summary 03/24	1,043.58
985 General Fund	03/26/2024	Manatee County Utilities Department	MCUD Summary 03/24 ACH	MCUD Summary 03/24	1,856.85
985 General Fund	03/28/2024	Mark E Bush	MB032824	Board of Supervisors Meeting 03/28/24	200.00
985 General Fund	03/31/2024	McClatchy Company, LLC	243739	Legal Ads 03/24	231.66
985 General Fund	03/25/2024	Nostalgic Lampposts & Mailboxes Plus, Inc.	2168	Street Light Maintenance 03/24	1,400.00
985 General Fund	03/23/2024	Nostalgic Lampposts & Mailboxes Plus, Inc.	2148	Install LED Lamps 03/24	435.00
985 General Fund	03/31/2024	Nostalgic Lampposts & Mailboxes Plus, Inc.	2195	Monument Light Replacement 03/24	695.00
985 General Fund	03/28/2024	Patricia L. Mathews	PM032824	Board of Supervisors Meeting 03/28/24	200.00
985 General Fund	03/31/2024	Persson, Cohen & Mooney, P.A.	4912	Legal Services 03/24	2,673.25
985 General Fund	03/23/2024	Pools by Lowell, Inc.	78234350	Service Call 03/24	62.59
985 General Fund	03/31/2024	Rizzetta & Company, Inc.	INV0000088675	Cell Phone & Mileage 03/24	50.00
985 General Fund	03/28/2024	Robert Scott Jacuk	RJ032824	Board of Supervisors Meeting 03/28/24	200.00
985 General Fund	03/31/2024	Schappacher Engineering, LLC	2638	Engineering Services 03/24	3,000.00
985 General Fund	03/08/2024	TECO Peoples Gas	211012697549 02/24	12350 Mulberry Ave 02/24	19.06
985 General Fund	03/28/2024	Universal Protection Service, LLC	15521370	Security 03/01/24 - 03/28/24	23,686.69
985 General Fund	03/12/2024	Yellowstone Landscape	SS 669419	Irrigation Repairs 03/24	892.00
Sum for 985, 2776					43,534.55
985, 2777					
985 Reserve Fund	03/06/2024	G & S Pool Supply, Inc.	253716	Heat Pump 03/24	4,800.00
985 Reserve Fund	03/28/2024	Infinity Construction and Concrete Services LLC	1341	Sidewalk & Nature Trail Repairs 03/24	5,937.50
985 Reserve Fund	03/20/2024	Infinity Construction and Concrete Services LLC	1335	Sidewalk and Nature Trail Repairs 03/24	28,232.50
Sum for 985, 2777					38,970.00
Sum for 985					82,504.55
Sum Total					82,504.55

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021**

Construction Account Activity Through March 31, 2024

Inflows:	Debt Proceeds		\$ 3,844,216.91
		Total Bond Proceeds:	<u>3,844,216.91</u>
	Interest Earnings		85,648.59
	SFWMD Deposit		13,215.00
		Total Inflows:	<u><u>\$ 3,943,080.50</u></u>

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 03/31/24
08/31/21	COI	Bryant Miller - Bond Counsel	\$ (35,000.00)	Cleared
08/31/21	COI	MBS Capital - Placement Agent	(58,035.00)	Cleared
08/31/21	COI	Persson & Cohen - District Counsel	(25,000.00)	Cleared
08/31/21	COI	Rizzetta & Company - Special Assessment	(20,000.00)	Cleared
08/31/21	COI	Rizzetta & Company - District Manager	(5,000.00)	Cleared
08/31/21	COI	Squire Patton - Trustee Counsel	(5,500.00)	Cleared
09/30/21	COI	Trustee Fees	(5,825.00)	Cleared
12/13/21	CR2	Engineer Fees	(4,780.00)	Cleared
		Total COI Expenses:	<u>(159,140.00)</u>	
11/17/2021	1	ANJ Excavation	(12,612.50)	Cleared
12/22/2021	3	Greyhawk Landing	(51,840.00)	Cleared
1/13/2022	4	Crosscreek Environmental	(79,740.00)	Cleared
3/29/2022	5	Main Gate Enterprises, Inc.	(111,464.50)	Cleared
3/29/2022	6	ANJ Excavation LLC	(16,687.50)	Cleared
3/29/2022	7	Yellowstone Landscape	(3,495.40)	Cleared
4/6/2022	8	Main Gate Enterprises, Inc.	(111,464.50)	Cleared
4/19/2022	9	Gulf Coast Grass Inc.	(49,658.40)	Cleared
4/19/2022	10	Yellowstone Landscape	(4,176.19)	Cleared
5/31/2022	11	Stahlman-England Irrigation, Inc.	(69,991.00)	Cleared
5/31/2022	12	Superior Asphalt, Inc.	(771,025.40)	Cleared
7/6/2022	13	Owens Electric, Inc.	(1,648.50)	Cleared
7/6/2022	14	Stahlman-England Irrigation, Inc.	(43,819.00)	Cleared
8/8/2022	15	Greyhawk Landing	(19,935.00)	Cleared
8/8/2022	16	The Pool Works	(5,250.00)	Cleared
8/25/2022	17	Main Gate Enterprises, Inc.	(3,882.00)	Cleared
10/6/2022	18	Superior Asphalt, Inc.	(18,555.85)	Cleared
10/11/2022	19	Finn Outdoor	(12,130.00)	Cleared
11/8/2022	20	CourtCo	(14,020.00)	Cleared
11/8/2022	21	Crosscreek Environmental	(21,140.00)	Cleared
11/8/2022	22	Finn Outdoor	(21,920.00)	Cleared

11/15/2022	23	Crosscreek Environmental	(2,187.50)	Cleared
12/1/2022	24	CourtCo	(21,030.00)	Cleared
12/1/2022	25	Finn Outdoor	(4,500.00)	Cleared
12/8/2022	26	Gulf Coast Grass Inc.	(9,932.00)	Cleared
1/10/2023	27	Gulf Coast Grass Inc.	(7,200.00)	Cleared
1/10/2023	28	Virtual Access Communications & Control	(44,550.00)	Cleared
1/31/2023	29	Gulf Coast Grass Inc.	(39,726.00)	Cleared
2/21/2023	30	Nostalgic Lampposts & Mailboxes Plus	(3,225.00)	Cleared
2/23/2023	31	CourtCo	(18,250.00)	Cleared
3/15/2023	32	ASAP Fence and Gates LLC	(12,144.00)	Cleared
3/22/2023	33	Gator Grading and Paving	(47,479.50)	Cleared
3/29/2023	34	Florida Playgrounds	(3,187.56)	Cleared
5/17/2023	35	CourtCo	(21,030.00)	Cleared
5/30/2023	37	Finn Outdoor	(26,600.00)	Cleared
6/12/2023	38	Finn Outdoor	(7,750.00)	Cleared
6/12/2023	39	Florida Playgrounds	(25,284.50)	Cleared
5/30/2023	36	ASAP Fence and Gates LLC	(12,144.00)	Cleared
6/19/2023	40	Infinity Construction and Concrete Services,	(700.00)	Cleared
6/30/2023	41	Florida Playgrounds	(6,943.43)	Cleared
6/30/2023	42	Security Ox	(11,411.50)	Cleared
7/13/2023	43	Stahlman-England Irrigation, Inc.	(15,815.00)	Cleared
7/19/2023	45	Infinity Construction and Concrete Services,	(5,263.75)	Cleared
7/13/2023	44	CourtCo	(14,300.00)	Cleared
8/4/2023	46	Crosscreek Environmental	(26,000.00)	Cleared
8/16/2023	47	Bellmore Electric, Inc.	(4,110.00)	Cleared
9/19/2023	48	Gulf Coast Grass Inc.	(12,528.00)	Cleared
9/19/2023	49	Sun State Landscape Management, Inc.	(5,135.00)	Cleared
12/6/2023	50	Infinity Construction and Concrete Services,	(2,915.00)	Cleared
1/9/2024	51	Bellmore Electric, Inc.	(1,825.00)	Cleared
1/9/2024	52	Florida Playgrounds	(25,284.50)	Cleared
2/21/2024	54	Greyhawk Landing	(14,870.00)	Cleared
2/28/2024	55	Security Ox	(11,411.50)	Cleared

Total Requisitions: (1,909,188.48)

Total Construction Requisitions and COI: (2,068,328.48)

Due to GF: (48,106.32)

Total Outflows: (2,116,434.80)

Series 2021 Construction Fund Balance at March 31, 2024 \$ 1,826,645.70

Greyhawk Landing Community Development District
Notes to Unaudited Financial Statements
March 31, 2024

Balance Sheet

1. Trust statement activity has been recorded through 03/31/24.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 6



Quarterly Compliance Audit Report

GreyHawk Landing

Date: March 2024 - 1st Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

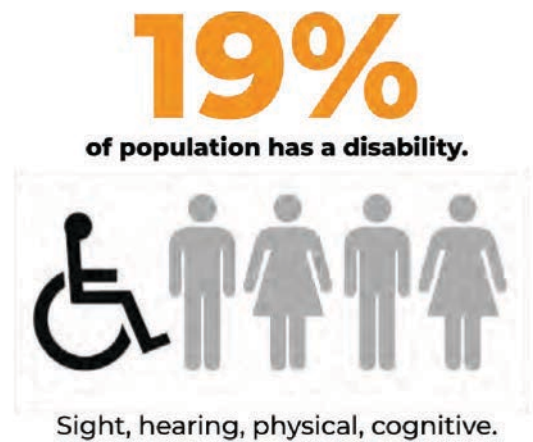
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 7

Canvas Solutions LLC

Proposal for Painting of Lamp Posts in Greyhawk Landing Community Development District

Introduction:

We appreciate the opportunity to submit this proposal for the painting of 340 lamp posts within the Greyhawk Landing Community Development District. Our company is dedicated to providing high-quality painting services with a focus on attention to detail and customer satisfaction.

PROPOSAL INCLUDES

1. Scope of work
2. All costs of materials and labor.
3. Copies of business license and insurance.
Insurance requirements for the District as follows:
 - Commercial General Liability \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate.
 - Workers Compensation and Employer's Liability not less than \$ 100, 000 per employee per accident
 - Auto Liability \$ 1,000, 000 combined single limit.
4. Warranty details for labor and product.
5. Timeline for work completion.
6. Deposit and payment requirements.
7. Paint Warranty
8. Example of Before and After lamp Post

Scope of Work: Our proposal includes the following scope of work:

Removal of lenses and cleaning:

Prior to the removal of the lenses, any damage observed will be noted and reported to the Field Manager. If a lens is damaged, cracked, absent, or too

Canvas Solutions LLC

soiled to clean, it falls under the responsibility of the Greyhawk Landing Community Development District to supply a replacement lens. Canvas-Solutions has the capability to procure lenses and gladly provides them at cost, inclusive of shipping and tax expenses.

We will then meticulously detach the lenses from each lamp post and cleanse them using a gentle, non-abrasive solution composed of non-ammonia detergent and water. Zep 85924 Formula 50 Degreaser, a water-based multi-purpose cleaner, is utilized to effectively clean any remaining residue.

Following the rinsing of the lenses with clean water to eliminate all traces of the degreaser, the surface naturally air-dries while the lamp post is undergoing refurbishment. The lenses are thoroughly wiped down and reattached, with any missing screws replaced once the lamp posts are completed.

Preparation of Lamp Posts:

To ensure a high standard of quality, our refurbishment procedure involves meticulous steps. Initially, we meticulously scrape, wire brush, and sand each lamp post, preparing it for the restoration process. Prior to painting, we will thoroughly prepare each lamp post surface by cleaning away any mold, dirt, grime, or existing paint residue. This will involve using a solution of non-ammonia detergent and water. The metal surface is scrub using a scrub brush, cloth non-ammonia detergent. After eliminating the mold, dirt, grime, or any existing paint residue from the metal surface, Zep 85924 Formula 50 Degreaser, a water-based multi-purpose cleaner, is utilized to effectively clean any remaining residue. Following the rinsing of the metal with clean water to eliminate all traces of the degreaser, the surface undergoes drying using air blowers.

Painting of Lamp Posts:

Once cleaned, and the proto sensor covered, the lamp post is coated with several layers of semi-gloss black primer and paint, providing a durable and aesthetically pleasing finish. We will utilize Rust-Oleum Painter's Touch Ultra Cover Primer+Paint (black semi-gloss), known for its exceptional adhesion properties. Multiple coats will be applied, with each coat spaced a few minutes apart. The paint dries to the touch within 20 minutes, allowing handling within 1 hour and full drying within 24 hours. A final coat will be applied to each lamp

Canvas Solutions LLC

post surface within 1 hour. If letters and/or numbers are present, they will be replaced with 2" white characters. For posts lacking such identifiers, we'll enhance them with a combination of the street name and number, adding a touch of sophistication.

The paint manufacturer's warranty is at end of document.

Protection of Surrounding Areas:

We pay attention to your spraying technique. Proper movement and distance from the surface can minimize overspray. To prevent overspray and potential damage to surrounding areas, we will take the following precautions:

- We will use drop cloths, plastic sheeting, or other protective materials to cover nearby surfaces such as sidewalks and landscaping.
- We will employ proper masking techniques to protect any areas of the lamp posts that are not being painted, including electrical components and fixtures.
- Protective sheets will be employed to catch overspray during the spraying process on the post.
- Our team will exercise caution and precision during the painting process to minimize any potential impact on the surrounding environment.

Timeline and Completion:

We understand the importance of completing this project in a timely manner with minimal disruption to the community. We aim to efficiently paint all 340 lamp posts within 75 business days, adjusting our schedule as needed based on weather conditions. We will provide regular updates on the progress of the project and will coordinate closely with the Greyhawk Landing Community Development District to ensure smooth execution.

Canvas Solutions LLC

PROPOSAL INCLUDES:

- **Fixed price for 340 light poles** includes materials and labor. \$69,000.00
- **Copies of business license and insurance.** Attached are copies of your business license and insurance. Please note that Workers' Compensation and Employer's Liability coverage of no less than \$100,000 per employee per accident, as well as Auto Liability coverage of \$1,000,000 combined single limit, are quoted and will be procured if the contract is awarded. These requirements are specific to this contract and are considered expenses. The cost for these insurances has been included.
- **Warranty details for labor and product.** Canvas Solutions warrants that all labor performed will be free from defects in workmanship for a period of 3 Months from the date of completion of the Services. The Canvas Solutions liability shall be limited to the correction of defects in workmanship as provided herein. In no event shall the Canvas Solutions be liable for any consequential, incidental, indirect, special, or punitive damages.
- **Timeline for work completion.** We aim to efficiently paint all 340 lamp posts within 75 business days, adjusting our schedule as needed based on weather conditions.
- **Deposit and payment requirements.** Invoices will encompass the first 15 poles with a net 10-day term, followed by successive groups of 25 poles with a net 20-day term until the project is finished. Invoices will contain both before and after images of each pole, along with any accompanying notes, such as whether the light remained on continuously or failed to activate when the sensor was covered.

Canvas Solutions LLC is registered with E-Verify.

Canvas Solutions LLC

Conclusion:

We are confident that our company has the experience, expertise, and dedication to deliver exceptional results for the painting of lamp posts within the Greyhawk Landing Community Development District. We look forward to the opportunity to work with you and contribute to the enhancement of the community's aesthetic appeal.

Thank you for considering our proposal. Should you have any questions or require further information, please don't hesitate to contact us.

Sincerely,

Mickey Henry
Canvas Solutions LLC.
941-518-7357
Canvas-solutions@outlook.com

Canvas Solutions LLC

BUSINESS LICENSE

State of Florida Department of State

I certify the attached is a true and correct copy of the Articles of Organization of CANVAS SOLUTIONS LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on January 29, 2024, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L24000052685.

Authentication Code: 240131173444-800422842598#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty First day of January,
2024




Cord Byrd
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L24000052685
FILED 8:00 AM
January 29, 2024
Sec. Of State
klovelace

Article I

The name of the Limited Liability Company is:

CANVAS SOLUTIONS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

12819 PENGUIN DR
BRADENTON, FL. US 34212

The mailing address of the Limited Liability Company is:

12819 PENGUIN DR
BRADENTON, FL. US 34212

Article III

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC.
476 RIVERSIDE AVE.
JACKSONVILLE, FL. 32202

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

Article IV

L24000052685
FILED 8:00 AM
January 29, 2024
Sec. Of State
klovelace

The name and address of person(s) authorized to manage LLC:

Title: AMBR
MICKEY HENRY
12819 PENGUIN DR
BRADENTON, FL. 34212 US

Signature of member or an authorized representative

Electronic Signature: MICKEY HENRY

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Canvas Solutions LLC

Commercial General Liability \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate

POLICY NUMBER: NXTVCT99T3-00-GL

IL 12 07 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FLORIDA POLICY CHANGES

Effective Date of Change: 02/26/2024

Change Endorsement No.: 01 Named

Insured: mickey henry

DBA:

Canvas Solutions LLC The

following item(s):

	Insured's Name		Insured's Mailing Address
	Policy Number		Company
	Effective/Expiration Date		Insured's Legal Status/Business of Insured
	Payment Plan	X	Premium Determination
	Additional Interested Parties	X	Coverage Forms and Endorsements
X	Limits/Exposures		Deductibles
	Covered Property/Location Description		Classification/Class Codes
	Rates		Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

NO CHANGES	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
		\$	\$

Countersigned By:



(Authorized Agent)

Canvas Solutions LLC

IL 12 07 07 02

' ISO Properties, Inc., 2002

POLICY CHANGES ENDORSEMENT DESCRIPTION

It is understood and agreed that

The following forms have been added:

NXUS-GL-0001.1-FL-0721 - Commercial General Liability Declarations - Florida

The following limits have been added:

Base - Aggregate: \$2,000,000.00

Base - Occurrence: \$1,000,000.00

Personal And Advertising - Per Person Or Organization: \$1,000,000.00 Products

Completed - Aggregate: \$2,000,000.00

The following limits have been removed:

Base - Aggregate: \$300,000.00

Base - Occurrence: \$300,000.00

Personal And Advertising - Per Person Or Organization: \$300,000.00 Products

Completed - Aggregate: \$300,000.00

All other terms and conditions remain unchanged.

REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Canvas Solutions LLC

NEXT INSURANCE US COMPANY
(a stock insurance company)

251 Little Falls Drive
Wilmington, DE 19808 (855)222-5919

COMMERCIAL GENERAL LIABILITY DECLARATIONS - FLORIDA
CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE
BASIS. PLEASE READ YOUR POLICY CAREFULLY.

MINIMUM PREMIUM POLICY

POLICY NUMBER:NXTVCT99T3-00-GL

Named Insured and Mailing Address: mickey henry
Canvas Solutions LLC 12819
Penguin Dr
Bradenton, FL 34212

Policy Period: From: 02/26/2024 To: 02/03/2025 at 12:01am standard time at the mailing address
shown above

DESCRIPTION OF BUSINESS

Insured is:

Individual / Sole Proprietor Partnership/Joint Venture
 Limited Liability Company Trust
 Other - Corporation

Business of Insured: Handyman Work

Countersigned: 02/26/2024
(Date)

By: 
(Authorized Representative)

LIMITS OF INSURANCE

[Type here]

Canvas Solutions LLC

Each Occurrence Limit	\$ <u>1,000,000.00</u>
Damages to Premises Rented to You Limit	\$ <u>100,000.00</u> Any one premises
Medical Expense Limit	\$ <u>5,000.00</u> Any one person
Personal & Advertising Injury Limit	\$ <u>1,000,000.00</u> Any one person or organization
General Aggregate Limit	\$ <u>2,000,000.00</u>
Products/Completed Operations Aggregate Limit	\$ <u>2,000,000.00</u>

[Type here]

Canvas Solutions LLC

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/ Comp Ops	Prem/ Ops	Prod/ Comp Ops
	95625		PAYROLL	\$	\$		
State Tax Or Other (if applicable)						\$	
TOTAL PREMIUM (SUBJECT TO AUDIT)						\$	
PREMIUM SHOWN IS PAYABLE:							
At Inception						\$	
At Each Anniversary (If policy period is more than one year and premium is paid in annual installments)						\$	
AUDIT PERIOD (IF APPLICABLE)							

[Type here]

Canvas Solutions LLC

<input checked="" type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

[Type here]

Canvas Solutions LLC

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

Listed below are the forms and endorsements attached to this policy at the time of issue:

Title	Form Number and Edition Date
Commercial General Liability Declarations - Florida	NXUS-GL-0001.1-FL-0721

[Type here]

Canvas Solutions LLC

Workers Compensation and Employer's Liability

Thank you for providing biBERK the opportunity to quote your Workers' Compensation insurance. Our mission is to protect your business so you have the peace of mind to do what you do

largest insurance groups, paying over \$30 billion a year to resolve claims.



best.

Policy Start Date 4/12/2024 Coverage for one year. payments begin 30 days. 90 days, or six months after purchase based On the payment terms selected and continue for consecutive periods until the policy is paid in full.

Save \$300 per payment by selecting autopay or by paying the total policy cost.

COVERAGES

Workers' Compensation

Employer'S Liability Insurance

Coverage for One Owner / Officer

EMPLOYERS LIABILITY LIMIT

Each Accident policy \$1,000,000

Each Employee Limit \$1,000,000


\$1,000,000

Why biBERK insurance?

We're backed by Berkshire Hathaway, a company led by Warren Buffett, and one Of the world's [Type here]

Questions?
Your licensed team is here to help.

 experts@biberk.com

 844-863-5050
Mon-Fri 7AM-9PM EST

- Outstanding customer service
- Online certificates Of insurance
- Affordable plans

Customer Reviews

★★★★ 4.9 / 5

Calculated from customer reviews over the past 12 months,

Canvas Solutions LLC

Auto Liability \$ 1,000, 000 combined single limit.

PROGRESSIVE
P.O. BOX 6807
CLEVELAND, OH 44101



Underwritten by:
Progressive Express Ins Company
April 11, 2024
Policy Period: Apr 11, 2024 - Apr 11, 2025
Customer Phone number: 1-941-745-8547

Canvas Solutions LLC
12819 PENGUIN DR
BRADENTON, FL 34212

Commercial Auto Insurance Quote

To purchase insurance

Please review the information on your quote for accuracy; incomplete and inaccurate information could affect your rate. These rates are subject to verification of information. If you have any questions or would like to purchase a Progressive policy, please call me at 1-913-904-5300. Your coverage will begin once your initial payment has been received. Thanks again for the opportunity to work with you.

Rated drivers

The insured declares that no persons other than those listed in this application are expected to operate, even occasionally, the vehicle(s) described in this application.

Name	Date or Birth	Points	Personal Information
Mickey Henry	01/10/1957	0	

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Motorist - Nonstacked	\$1,000,000 combined single limit		
Basic Personal Injury Protection			
Without Work Comp-Named Insured Only	\$10,000 each person		
Medical Payments	Rejected		
Comprehensive			
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			
Blanket Additional Insured Fee			
Total 12 month policy premium and fees			

Auto coverage schedule

- 2010 CHEVROLET COLORADO Annual Cash Value (plus \$2,000.00 Community Assessed Equip)
VIN: 1GCKTDDE0A8133762 Garaging Zip Code: 34212 Radius: 50 miles
Personal use: Y Body type: Pickup Truck

Liability Premium	UM Premium	PIP Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
			\$500	\$121	\$500	\$277	

[Type here]

Canvas Solutions LLC

Premium discounts

Policy	Multi-Product
Vehicle	2010 CHEVROLET COLORADO
	Anti Lock Brakes, Airbag and Anti Theft Device Standard

Form QUOTE FL (11/20)

[Type here]

Canvas Solutions LLC

Paint Warranty

TWO YEAR RUST- PROOF GUARANTEE LIMITED MATERIAL WARRANTY

Rust-Oleum Corporation warrants, for a period of 24 months from the date of application, that its products are free from defects in materials, workmanship, and will protect the surface from corrosion, when applied and maintained in accordance with proper surface preparation and application (primer/finish coats) recommended by Rust-Oleum.

THIS WARRANTY DOES NOT COVER:

- (1) Dissatisfaction, problems, or damage due to application or maintenance other than as recommended by Rust-Oleum in its printed labels, literature, Technical Data Sheets, and specifications;
- (2) Slight color changes, fading, or reduction in gloss;
- (3) Damage due to accidents or damage caused by chemicals not approved for exposure by Rust-Oleum.
- (4) Corrosion of less than 3% as referenced in the Steel Structure Painting Council SSPC Vis 2 Standard.

REGISTRATION OF WARRANTY

Any project requiring 50 gallons or more of Rust-Oleum coatings must be registered within 14 days of application with the

Rust-Oleum Technical Service Department, P.O. Box 581906, Pleasant Prairie, WI 53158-0906, for this limited material warranty to apply.

NOTICE OF CLAIMS

All claims must be made in writing and sent to Rust-Oleum Technical Service Department, P.O. Box 581906, Pleasant Prairie,

WI 53158-0906. Status of claims will be based on complete inspection of application. All claims must be made within sixty days of owner learning the facts upon which such claim is based. All claims not submitted in writing and received by Rust-Oleum within the time period specified above shall be waived.

LIMITATIONS OF LIABILITY

The owner's sole and exclusive remedy against Rust-Oleum for warranty claims for any and all losses and damages shall be the receipt of an equivalent amount of material to replace the defective material or, at the discretion of Rust-Oleum, the refund of the purchase price for such defective material. In no event, shall RustOleum be liable for direct, incidental, or consequential damages.

REPRESENTATION

No person, including any representative or employee of Rust-Oleum, is authorized to assume on behalf of Rust-Oleum any liability or responsibility in addition to or different from that described above.

Any and all representations, promises, warranties or statements that are in addition to or different from the terms set out above are of no force or effect.

THIS WARRANTY IS SUBJECT TO THE LIMITATIONS AND CONDITIONS DESCRIBED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

[Type here]

Canvas Solutions LLC

Warranty only applies to products designated with the Rust-Proof Guarantee logo. If you are not sure if this warranty applies to the Rust-Oleum product that you are interested in please contact your Rust-Oleum Representative.

Contact Phone Numbers:

Product Support - General

(877) 385-8155

EpoxyShield and Concrete Stains

(888) 683-5667

Zinsser (Wallcovering Goods)

(800) 395-7878

Zinsser (Primers, Mold and Mildew products, and Others)

(888) 855-1774

Woodcare products (Oils, Stains, and Finishes)

(800) 901-0411

Auto

(866) 585-8430

Transformations

(888) 577-8459

Industrial

(800) 899-1729

Okon

(800) 237-0565

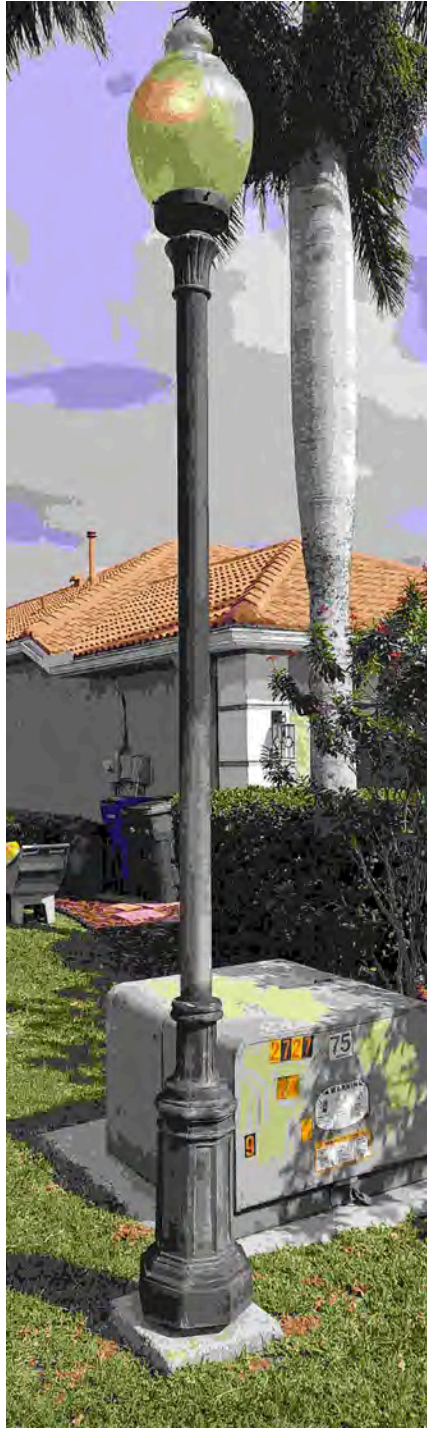
Website: <http://www.rustoleum.com>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.

[Type here]

Canvas Solutions LLC

EXAMPLE OF BEFORE AND AFTER



BEFORE



AFTER

[Type here]

ELITE PAINTING AND DESIGN PROPOSAL FOR GREYHAWK LANDINGS LIGHT POLES

Customer:	GREYHAWK LANDINGS
BRADENTON	BRADENTON FL
	ATTN : ANDREW DAVIS

JOB DETAILS AND BREAKDOWN OF : PRICE INCLUDES

1. REMOVAL OF PLASTIC /ACRYLIC LENSES AND CLEANING : LENSES WILL BE REMOVED FROM EACH POST (340) THEN CLEANED WITH RAIN-X XTREME CLEAR CLEAN SURFACE CLEANER
NOTE : IF LENSES ARE BROKEN OR COMPLETE OXIDATION HAS OCCURRED AND CANNOT BE CLEANED ANDREW DAVIS WILL BE CONTACTED AND NOTIFIED THAT LENSES MUST BE REPLACED
2. EACH POST WILL BE CLEANED WITH BLEACH AND WATER OR SIMPLE GREEN IN AREAS WITH HEAVY VEGATATION TO REMOVE DIRT AND MOLD
3. PLEASE REFER TO SHERWIN WILLIAMS SPEC THAT IS ATTACHED IN EMAIL ON ALL PRODUCT INFORMATION AND MANUFACTORS WARRANTY ,JOB DETAILS ON PAINTING PROCESS ARE LISTED BELOW (ALL AREAS SURROUNDING THE POST ARE TO BE PROTECTED FROM OVER SPRAY AND OR POSSIBLE DAMAGE
4. WARRANTY DETAILS FOR LABOR ARE FOR ONE YEAR OF COMPLETION ,DOES NOT INCLUDE NORMAL WEAR AND FADING DUE TO WEATHER ELEMENTS ,WARRANTY INCLUDES ANY FAILURE OF PRODUCT ON LIGHT POLES SUCH AS PEELING. SCRAPES ON LOWER SECTION CAUSED BY OTHERS ARE NOT COVERED IN LABOR WARRANTY
5. APPROX TIME LINE FOR CLEANING ,REMOVAL OF LENSES AND CLEANING OF LENSES AND PAINTING 340 POLES 2 COATS IS 35 TO 40 DAYS. THIS DOES NOT INCLUDE POTENTIAL RAIN DAYS
6. DEPOSIT AND PAYMENT REQUIREMENTS :
1ST DEPOSIT TO BE PAID WEEK OF JOB STARTING :\$14,445
2ND DEPOSIT TO BE PAID AFTER HALF OF ALL LIGHT POLES ARE COMPLETED :
\$14,445
3RD AND FINAL PAYMENT TO BE PAID AT COMPLETION OF JOB : \$14,445

SCOPE OF JOB :

NOTE : 2 COAT PROCESS SEALER AND FINAL COAT

1. 340 LIGHT POLES TO BE PRESSURE WASHED : PRESSURE WASH EACH POLE PER SPEC AND SITE VISIT. REMOVE DIRT, MOLD AND MILDEW IF PRESENT ON ALL 340 LIGHT POLES BEFORE PRESSURE WASHING.

NOTE : A WATER TRAILER AND TRUCK WILL BE NEEDED FOR ALL PRESSURE WASHING

TOTAL LABOR AND MATERIAL FOR PRESSURE WASHING : \$7,975

LIGHT POLES 340 : THIS IS A 2 COAT PROCESS (PRICE INCLUDES REMOVAL AND CLEANING OF LENSES)

2. 340 LIGHT POLES : AFTER PRESSURE WASHING ALL POLES, APPLY SHERWIN WILLIAMS LOXCON CLEAR SEALER TO ALL 340 LIGHT POLES ,TO REMOVE CHALKY SURFACES THAT ARE PRESENT AND TO SEAL FOR LONGER PROTECTION AGAINST OXIDATION.
3. AFTER SEALER IS APPLIED ,LIGHTLY SCUFF AND SAND UPPER PART OF LIGHT POLE THAT HAS A SHINE ON THE METAL, SO THAT PAINT WILL BOND TO SURFACE BETTER.
4. THEN APPLY SHERWIN WILLIAMS INDUSTRIAL SHER CRYL GLOSS BLACK METAL PAINT TO ALL 340 LIGHT POLES

TOTAL LABOR AND MATERIAL FOR 340 LIGHT POLES AND LENSE REMOVAL AND CLEANING OF 340 LIGHT POLES : \$35,360

BREAKDOWN OF COST :

(\$92 PER POLE 2 COATS, THAT INCLUDES MATERIALS TO 340 POLES \$31,280)
(\$4,080 TO REMOVE AND CLEAN LENSES ON 340 POLES, \$12 PER LIGHT)

TOTAL FOR ALL ITEMS LISTED ABOVE : PRESSURE WASHING PAINTING 340 LIGHT POLES 2 COATS LABOR AND MATERIALS AND REMOVAL AND CLEANING OF LENSES FOR 340 LIGHT POLES : \$43,335



SHERWIN-WILLIAMS®

Paint Schedule/Specification

Mulberry Ave

Presented By:

Darwin Perez

SALES- Sales Representative PC Residential
Repaint

+1 (941) 650-0629

darwin.j.perez@sherwin.com

SHERWIN-WILLIAMS
7470 49TH ST N UNIT 7
PINELLAS PARK, FL 33781 3434
(727) 471-0595

March 18, 2024



SHERWIN-WILLIAMS®

Paint Schedule/Specification

Project: Mulberry Ave
12350 Mulberry Ave, Bradenton , FL, 34212

Dear MATT'S ELITE PAINTING:

Thank you for considering Sherwin-Williams products for the Mulberry Ave project. Included in this package is the Sherwin-Williams submittal for the above referenced project.

Should you require assistance or have any questions or concerns, please contact me at +1 (941) 650-0629 or e-mail me at darwin.j.perez@sherwin.com.

Darwin Perez

SALES- Sales Representative PC Residential Repaint

+1 (941) 650-0629
darwin.j.perez@sherwin.com

SHERWIN-WILLIAMS
7470 49TH ST N UNIT 7, PINELLAS PARK, FL 33781 3434



MATT'S ELITE PAINTING
Mulberry Ave
March 18, 2024

Exterior Finishes

Previously Coated Surfaces

Primer: LX03V0100 - LXN CONDITION CLR

- Secondary Location: Outdoor Patio

Notes: Exterior Perimeter Light Posts

Topcoat: B66W00351 - Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating Extra White

- Secondary Location: Outdoor Patio

Notes: Exterior Perimeter Light Posts



SHERWIN-WILLIAMS.

Basic Surface Preparation

Coating performance is directly affected by surface preparation. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coating failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

The majority of paintable surfaces are concrete, ferrous metal, galvanizing, wood and aluminum. They all require protection to keep them from deteriorating in aggressive environments. Selection of the proper method for surface preparation depends on the substrate, the environment, the coating selected, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations. Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless the products to be used are designed to be used in those environments.

Aluminum – S-W 1: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

Block (Cinder and Concrete) – S-W 3: Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 28 days at 75°F. The pH of the surface should be between 6 and 9. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound (per ASTM D4261).

Brick – S-W 4: Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.

Concrete and Masonry – Concrete, Poured – Exterior or Interior – S-W 5: The preparation of new concrete surfaces is as important as the surface preparation of steel. The following precautions will help assure maximum performance of the coating system and satisfactory coating adhesion:

- 1. Cure** – Concrete must be cured prior to coating. Cured is generally defined as concrete poured and aged at a material temperature of at least 75°F for at least 28 days unless specified products are designed for earlier application.
- 2. Moisture** – Reference ASTM F1869-98 Moisture Test by use of Calcium Chloride or ASTM D4263 Plastic Sheet Method. Concrete must be free from moisture as much as possible (it seldom falls below 15%). Vapor pressures, temperature, humidity, differentials, and hydrostatic pressures can cause coatings to prematurely fail. The source of moisture, if present, must be located, and the cause corrected prior to coating.
- 3. Temperature** – Air, surface and material temperatures must be in keeping with requirements for the selected product during and after coating application, until coating is cured.

4. Contamination – Remove all grease, dirt, paint, oil, laitance, efflorescence, loose mortar, and cement by the recommendations listed in the surface preparation section.

5. Surface Condition – Hollow areas, bug holes, voids, honeycombs, fin form marks, and all protrusions or rough edges are to be ground or stoned to provide a continuous surface of suitable texture for proper adhesion of the coating. Imperfections may require filling, as specified, with a recommended Sherwin-Williams product.

6. Concrete Treatment – Hardeners, sealers, form release agents, curing compounds, and other concrete treatments should be removed to ensure adequate coating adhesion and performance.

Methods of Surface Preparation on Concrete per SSPC-SP13/NACE 6 or ICRI 03732 Surface Cleaning Methods: Vacuum cleaning, air blast cleaning, and water cleaning per ASTM D4258.

Used to remove dirt, loose material, and/or dust from concrete.

Detergent water cleaning and steam cleaning per ASTM D4258.

Used to remove oils and grease from concrete. Prior to abrasive cleaning, and after abrasive cleaning, surfaces should be cleaned by one of the methods described above.

Mechanical Surface Preparation Methods:

Dry abrasive blasting, wet abrasive blasting, vacuum assisted abrasive blasting, and centrifugal shot abrasive blasting per ASTM D4259. Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

High-pressure water cleaning or water jetting per SSPC-SP12-NACE5.

Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

Impact tool methods per ASTM D4259.

Used to remove existing coatings, laitance, and weak concrete. Methods include scarifying, planing, scabbling, and rotary peening. Impact tools may fracture concrete surfaces or cause microcracking requiring surface repair.

Power tool methods per ASTM D4259.

Used to remove existing coatings, laitance, weak concrete, and protrusions in concrete. Methods include circular grinding, sanding, and wire brushing. These methods may not produce the required surface profile to ensure adequate adhesion of subsequent coatings.

Chemical Surface Preparation Methods:

Acid etching per ASTM D4260. Use to remove some surface contaminants, laitance, and weak concrete, and to provide a surface profile on horizontal concrete surfaces. This method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Not recommended for vertical surfaces. Etching with hydrochloric acid shall not be used where corrosion of metal in the concrete is likely to occur. Adequate ventilation and safety equipment required.

1. Clean surface per ASTM D4268
2. Wet surface with clean water
3. Etch with 10-15% muriatic acid solution at the rate of 1 gallon per 75 square feet
4. Scrub with stiff brush
5. Allow sufficient time for scrubbing and until bubbling stops
6. If no bubbling occurs, surface is contaminated. Refer to ASTM D4258 or ASTM D4259
7. Rinse surface two or three times. Remove acid/water each time.
8. Surface should have a texture similar to medium grit sandpaper.
9. Neutralize surface with a 3% solution of tri-sodium phosphate and flush with clean water.
10. Allow to dry and check for excess moisture.

Cement Composition Siding/Panels – S-W 6: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, many times the pH may be 10 or higher.

Composition Board (Hardboard) – S-W 9: Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyl primer.

Copper – S-W 7: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP2, Hand Tool Cleaning.

Drywall—Interior and Exterior – S-W 8: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

Galvanized Metal – S-W 10: Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

Plaster – S-W 11: Must be allowed to dry thoroughly for at least 30 days before painting. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Steel/Ferrous Metal Substrates

SSPC-SP1- Solvent Cleaning: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. Follow manufacturer's safety recommendations when using solvents. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.1. (Refer to each products cleaning instructions. Many acrylic coatings will state; When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**)

SSPC-SP2 - Hand Tool Cleaning: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mil scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.2.

SSPC-SP3 - Power Tool Cleaning: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mil scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.3.

SSPC-SP5 / NACE 1 - White Metal Blast Cleaning: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP5/ NACE No.1.

SSPC-SP6 / NACE 3 - Commercial Blast Cleaning: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP6/NACE No.3.

SSPC-SP7 / NACE 4 - Brush-Off Blast Cleaning: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Mil scale, rust, and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP7/NACE No.4.

SSPC-SP10 / NACE 2 - Near-White Blast Cleaning: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPCSP10/ NACE No.2.

SSPC-SP11 - Power Tool Cleaning to Bare Metal: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP 1, Solvent Cleaning, or other agreed upon methods. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.11.

SSPC-SP12 / NACE 5 - Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating: High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP12/NACE No.5.

SSPC-SP13 / NACE 6 or ICRI 03732 - Surface Preparation of Concrete: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP13/NACE No.6 or ICRI 03732

SSPC-SP14 / NACE 8 – Industrial Blast Cleaning: This standard gives requirements for industrial blast cleaning of unpainted or painted steel surfaces by the use of abrasives. This joint standard allows defined quantities of mill scale and/or old coating to remain on the surface. An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residue are permitted to remain on 10% of each unit area of the surface. The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals: This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.

High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials:

SSPC-SP WJ-1/NACE WJ-1: Clean to Bare Substrate (WJ-1) is intended to be similar to the degree of surface cleanliness of SSPC-SP 5/NACE 1, except that stains are permitted to remain on the surface. This standard is used when the objective is to remove every trace of rust and other corrosion products, coating and mill scale.

SSPC-SP WJ-2/NACE WJ-2: Very Thorough Cleaning (WJ-2) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove almost all rust and other corrosion products, coating, and mill scale.

SSPC-SP WJ-3/NACE WJ-3: Thorough Cleaning (WJ-3) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove much of the rust and other corrosion products, coating, and mill scale, leaving tightly adherent thin films.

SSPC-SP WJ-4/NACE WJ-4: Light Cleaning (WJ-4) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to allow as much of the tightly adherent rust and other corrosion products, coating, and mill scale to remain as possible, Discoloration of the surface may be present.

Water Blasting NACE Standard RP-01-72: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

Stucco S-W 22 : Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9.

Wood—Exterior – S-W 23: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth. Caulk should be applied after priming.

Wood—Interior – S-W 24: All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating.

Vinyl Siding, Architectural Plastics, PVC & Fiberglass: – S-W 24: Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe® Colors are not used and darker colors lower than an LRV of 56 are, the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Previously Coated Surfaces – S-W 12: Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

Touch-Up, Maintenance and Repair

For a protective coating system to provide maximum long-term protection, regularly scheduled maintenance is required. Maintenance includes inspection of painted areas, cleaning of surfaces to remove oils, chemicals, and other contaminants, and touch-up of areas where the coatings have been damaged. Highly corrosive areas, such as those subjected to frequent chemical spillage, corrosive fumes, and/or high abrasion or temperature areas should be inspected frequently – every six months, for example. Areas exposed to less severe conditions, such as interiors and exteriors of potable water tanks, may be inspected annually to assess the condition of the coating system.

The SSPC-VIS 2, Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces, can be used as a guide to determine appropriate touch-up and repairs maintenance schedules. Touch-up would be suggested when the surface resembles Rust Grade 5-S (Spot Rusting), 6-G (General Rusting), or 6-P (Pinpoint Rusting). Surface preparation would generally consist of SSPC-SP2, SP3, SP11, or SP12. Overcoating a well protected, but aged steel surface showing no evidence of rusting, may be achieved by Low Pressure Water Cleaning per SSPC-SP12/WJ4, and applying an appropriate coating system.

Full removal of the existing coating system by abrasive blasting would be recommended when the surface resembles Rust Grade 3-S (Spot Rusting), 4-G (General Rusting), or 4-P (Pinpoint Rusting). When the coating system has deteriorated to encompass approximately 33% of the surface area, it is always more economical to consider full removal and reapplication of the appropriate protective coating system.

Mildew –Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.



SHERWIN-WILLIAMS®

Reference Pages

Data Pages

Loxon® Acrylic Conditioner

LX03W0100 Guide Coat White, LX03V0100 Clear



**SHERWIN
WILLIAMS®**

CHARACTERISTICS

Loxon Acrylic Conditioner is a 100% acrylic emulsion conditioner that will penetrate and seal interior and exterior surfaces and bond light chalk to the surface. With excellent alkali and efflorescence resistance, this sealer allows new concrete, stucco, and other cementitious surfaces to be coated prior to a 30-day cure, and will adhere to new or existing concrete with a pH of 6 to 13.

For use on these surfaces:

Concrete, Concrete Block, Brick, Stucco, Fiber Cement Siding, Plaster, Mortar, EIFS Exterior Wall Cladding

Color: Guide Coat White & Clear

Coverage: 200-300

Coverage sq.ft. per gallon 200-300

Do not build a surface glaze.

Drying Schedule 77° F @ 50% RH:

Drying and recoat times are temperature, humidity and film thickness dependent.

Touch: 30 minutes

Tack free: 1 hour

Recoat: 3 hours

Tinting with CCE only:

Requires ColorCast Ecotoner colorant for tinting. If desired, up to 1 oz per gallon of ColorCast Ecotoner colorant can be used to approximate the topcoat color. Check color before use.

Clear LX03V0100

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs.per gallon
As per 40 CFR 59.406

Volume Solids: 15 ± 2%

Weight Solids: 17 ± 2%

Weight per Gallon: 8.43 lb

Flash Point: N/A

Vehicle Type: Proprietary Acrylic

Shelf Life: 36 months,unopened

Guide Coat White LX03W0100

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs.per gallon
As per 40 CFR 59.406

Volume Solids: 17 ± 2%

Weight Solids: 24 ± 2%

Weight per Gallon: 8.92 lb

Flash Point: N/A

Vehicle Type: Proprietary Acrylic

Shelf Life: 36 months,unopened

WVP Perms (US): 27.55 grains/(hr ft² in Hg)

COMPLIANCE

As of 09/23/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	No
MPI®	N.A.

APPLICATION

Temperature:
minimum 50°F

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: No reduction necessary

Airless Spray:

Pressure 700-1000 p.s.i.

Tip .015-.019 inch

Brush Use a nylon/polyester or foam brush.

Roller Cover Use a 3/8 to 3/4 inch nap synthetic cover.

If the surface requires a full bodied prime/block filler coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer or Loxon Acrylic Block Surfer.

Apply at temperatures above 50°F. When the air temperature is at 50°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 50°F and at least 5°F above the dew point.

Do not apply if the surface temperature is below 50°F, when rain is expected within 3 hours, or when the relative humidity is 90% or more.

Do not paint in direct sun or on a hot surface.

Do not reduce.

APPLICATION TIPS

Do not build a surface glaze.

Do not apply to a damp surface.

Do not apply over heavy chalk.

For maximum resistance to efflorescence, you must topcoat with one of the Loxon Masonry Finishes.

On exterior applications, Loxon Acrylic Conditioner must be topcoated within 7 days or the surface may need to be re-cleaned.

RECOMMENDED SYSTEMS

Masonry, Concrete, Stucco, Block,
1 coat Loxon Acrylic Conditioner
2 coats Appropriate topcoat

Fiber Cement Siding, EIFS:
1 coat Loxon Acrylic Conditioner
2 coats Appropriate topcoat

Previously Painted:
1 coat Loxon Acrylic Conditioner
2 coats Appropriate topcoat

Recommended Architectural Topcoats:

Loxon Masonry Coatings
ConFlex Masonry Coatings
A-100 Exterior Latex
Duration Exterior & Duration Home Interior
Emerald Exterior & Interior
SuperPaint Exterior & Interior
ProMar Interior

Loxon®

Acrylic Conditioner

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

New and Previously Painted:

Remove all surface contamination (peeling paint, heavy chalk, efflorescence, laitance, concrete dust, etc.) by washing or pressure washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Masonry, Concrete, Stucco:

All new surfaces must cure for at least 7 days. Remove all form release and curing agents. Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalks, etc. Allow the surface to dry before proceeding. Repair cracks, voids, and other holes with an appropriate patching compound or sealant.

Concrete and mortar must be cured at least 7 days at 75°F. Moisture content must be 15% or lower. On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Fill bugholes, air pockets and other voids with an elastomeric patch or sealant.

Plaster

Must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days (within a pH range of 6 to 13) and prime with Loxon Acrylic Conditioner. **Do not build a surface glaze.** If the surface requires a full bodied prime coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with water and allow to dry before painting.

Brick

Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Acrylic Conditioner.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

CAUTIONS

For interior or exterior use.

Protect from freezing.

Not for use on floors

Before using, carefully read **CAUTIONS** on label.

CRYSTALLINE SILICA: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW	09/23/2021	LX03W0100	17 00
HOTW	09/23/2021	LX03V0100	13 00
FRC, SP			

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

Sher-Cryl™ HPA

High Performance Acrylic

B66-300 Series Gloss, B66-350 Series Semi-Gloss


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

SHER-CRYL HPA is a higher performing ambient cured, one component acrylic coating with excellent performance properties.

Features:

- Chemical Resistant
- Outstanding humidity resistance
- Outstanding application characteristics
- Flash rust-early rust resistant
- Corrosion resistant
- Fast dry
- Suitable for use in USDA inspected facilities

Recommended for use in:

- Buildings & Warehouses
- Equipment & Machinery
- Storage Tanks & Piping & Structural Steel
- Manufacturing Facilities & New Construction
- Interior or Exterior

For use on properly prepared:

Steel, Galvanized & Aluminum, Concrete and Masonry, Wood, Previously Painted & Zinc rich primers

Finish: 80°+@60° Gloss
35-45°@60° Semi-Gloss

Color: Most colors

Recommended Spreading Rate per coat:

Extra White B66W00311 (may vary by base)

Wet mils: 6.0-10.0
Dry mils: 2.0-3.3
Coverage: 160-264 sq. ft. per gallon

Theoretical Coverage: 529 sq. ft. per gallon
@ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@110°F
To touch	1 hour	30 minutes	5 minutes
To handle	8 hours	5 hour	15 minutes
To recoat	8 hours	5 hour	15 minutes
To cure	30 days	30 days	30 days

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-4	SherColor
Ultra-deep base	10-12	SherColor

Extra White B66W00311

(may vary by base)

V.O.C. (less exempt solvents): As mixed
239 grams per litre; 1.99 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 33 ± 2%
Weight Solids: 42 ± 2%
Weight per Gallon: 9.44 lb
Flash Point: N/A
Vehicle Type: Acrylic
Shelf Life: 36 months, unopened

COMPLIANCE

As of 04/09/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	No
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Product Lens Certified	No
MPI-(Gloss)	Yes

APPLICATION

Temperature: air, surface, and material
minimum 50°F / 10°C
maximum 120°F / 49°C

At least 5°F above dew point

Relative humidity: 85% maximum
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water
R8K10 - WB Hot Weather Reducer up to 10%

Airless Spray:
Pressure 1500 p.s.i.
Hose 1/4 inch I.D.
Tip .017 - .021 inch
Filter 60 mesh

Conventional Spray:
Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63 PB
Atomization Pressure 50 p.s.i.
Fluid Pressure 15-20 p.s.i.
Reduction: As needed up to 12.5% by volume

Brush Nylon-polyester
Roller Cover 3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build. Application temperature above 95°F (35°C) may cause dry spray, uneven sheen, and poor adhesion. Application temperature below 50°F (10°C) may cause poor adhesion and lengthen the drying and curing time.

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

During the early stages of drying, the coating is sensitive to rain, dew, high humidity and moisture condensation. Plan painting schedules to avoid these influences during the first 16-24 hours of curing.

SPECIFICATIONS

Steel:

1 coat Pro Industrial Pro-Cryl Primer or Pro Industrial DTM Primer/Finish or Kem Bonds HS or Zinc Clad XI
2 coats Sher-Cryl HPA

Aluminum:

2 coats Sher-Cryl HPA

Aluminum:

1 coat Pro Industrial Pro-Cryl Primer
2 coats Sher-Cryl HPA

Concrete Block (CMU):

1 coat Pro Industrial Heavy Duty Blockfiller or Loxon Acrylic Block Surfacer
2 coats Sher-Cryl HPA

Concrete-Masonry:

1 coat Loxon Concrete & Masonry Primer or Loxon Conditioner
2 coats Sher-Cryl HPA

Drywall:

1 coat ProMar 200 Zero V.O.C. Primer
2 coats Sher-Cryl HPA

Galvanizing:

2 coats Sher-Cryl HPA

Pre-Finished Siding: (Baked-on finishes)

1 coat DTM Bonding Primer
2 coats Sher-Cryl HPA

Previously Painted:

2 coats Sher-Cryl HPA

Wood, exterior:

1 coat Exterior Wood Primer
2 coats Sher-Cryl HPA

Wood, interior:

1 coat Premium Wall & Wood Primer
2 coats Sher-Cryl HPA

The systems listed above are representative of the product's use, other systems may be appropriate. Other primers may be appropriate.

Sher-Cryl™

High Performance Acrylic

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance. Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13-Nace 6-ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations. Primer required.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile.

SURFACE PREPARATION

Prefinished Siding (baked-on finishes)- Remove oil, grease, dirt, oxides, and other contaminants from the surface by cleaning per SSPC-SP1 or water blasting per NACE Standard RP-01-72. Always checks for compatibility of the previously painted surface with the new coating by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion. DTM Bonding Primer is required.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

Sher-Cryl HPA Gloss— 2 coats @ 3.0 mils D.F.T per coat
(unless otherwise noted)

Abrasion Resistance:

Method: ASTM D4060, CS17
Wheel, 1000 cycles, 1
kg load
Results: 59.1 mg loss

Adhesion:

Method: ASTM D4541
Results: 947 psi

Corrosion Weathering¹:

Method: ASTM D5894, 7 cycles
Results: Corrosion 8, Blistering 10

Direct Impact Resistance:

Method: ASTM D2794
Results: greater than 176 in. lb

Dry Heat Resistance:

Method: ASTM D2485 Method A
Results: 300°F/149°C

Flexibility:

Method: ASTM D522, 180° bend,
1/8" mandrel
Results: Pass

Humidity Resistance¹:

Method: ASTM D4585, 2186 hours
Results: Corrosion 10, Blistering 10

Pencil Hardness:

Method: ASTM D3363
Result: 4B

¹ 1 coat Sher-Cryl HPA over 1 coat Pro Industrial Pro-Cryl Universal Primer
Provides performance comparable to products in lieu of the Federal Specification: AA50570, and Paint Specification: SSPC-Paint 24.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW	04/09/2021	B66W00311	24 239
HOTW	04/09/2021	B66T00304	21 224
HOTW	04/09/2021	B66W00351	24 235
HOTW	04/09/2021	B66T00354	24 241
FRC			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Dial Consulting Partners Inc. DBA Atlantic Insurance Consultants 3802 Crossroads Pkwy Fort Pierce FL 34945	CONTACT NAME: JARED DIAL PHONE (A/C, No, Ext): 772-466-0440 E-MAIL ADDRESS: certs@atlanticpayroll.us	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED ATLANTIC PAYROLL PARTNERS LLC 3802 CROSSROADS PKWY FORT PIERCE FL 34945-2704	INSURER A: NORMANDY HARBOR INS CO INC NAIC #: 13012	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	NHFL0053042023	05/23/2023	05/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy provides coverage to leased employees in Florida but not subcontractors of: Elite Painting & Design, LLC
 Effective: 09/27/2021

CERTIFICATE HOLDER Greayhawk CDD 12350 Mulberry Ave Bradenton FL 34212	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205	CONTACT NAME: Bethany Smith PHONE (A/C. No. Ext): 941-745-8300 E-MAIL ADDRESS: info@boydinsurance.com		FAX (A/C. No): 941-782-6293
	INSURER(S) AFFORDING COVERAGE INSURER A : Southern Owners Insurance Company		NAIC # 10190
INSURED Elite Painting and Design, LLC Matthew Facciolla 8458 Miramar Way Lakewood Ranch FL 34202	ELITPA1	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 804014243

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20716286-24	2/5/2024	2/5/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20716286-24	2/5/2024	2/5/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			4789887601	2/5/2024	2/5/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Greyhawk CDD
 12350 Mulberry Ave
 Bradenton FL 34212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**NOSTALGIC LAMPOSTS
& MAILBOXES PLUS**

P.O. Box 7202
North Port, FL 34290
941-223-1677
nlp1677@yahoo.com

Estimate

ADDRESS

Grey-Hawk Landing C.D.D.
Rizzetta & Company, Inc.
3434 Colwell Ave Ste 200
Tampa, FL 33614

SHIP TO

Grey-Hawk Landing C.D.D.
Rizzetta & Company, Inc.
3434 Colwell Ave Ste 200
Tampa, FL 33614

ESTIMATE #	DATE	
1211	04/15/2024	

DESCRIPTION	QTY	RATE	AMOUNT
<p>Refurbish street lights</p> <p>Lenses will be removed and cleaned with "Mr Clean Multi Purpose cleaner" and rinsed with water Lenses will be inspected for cracking and a list created for potential replacement. Lenses can be replaced at cost 140.00 no labor charges</p> <p>Clean lamp head and inspect socket and wiring for issues Create list of potential repairs</p> <p>Inspect pole for structural integrity, note any deficiencies</p> <p>Inspect access covers and create list of deficiencies: Covers can be replaced at cost 55.00 no labor charges</p> <p>Clean off electrolysis ,corrosion with cupped wire brush, sand, prep with abrasive pad to score finish</p> <p>Posts spray painted with 2 coats of Sherwin Williams DTM Industrial Acrylic gloss black paint</p> <p>Install new numbers</p> <p>Poles would be done in groups of 40 per week as weather permits</p> <p>Includes all labor and materials</p> <p>... 1 Year warranty on any paint chipping or peeling would be refinished. Warranty does not include fading....</p>	340	205.00	69,700.00

We accept:
Bank Deposits - Pay Now Button
Checks - payable to: Nostalgic Lamppost & Mailboxes Plus
Venmo - John Scheid @John-Scheid-32
Zelle - 941-223-1677 (will show as Awesome Mix LLC)

SUBTOTAL	69,700.00
TAX	0.00
TOTAL	\$69,700.00

Accepted By

Accepted Date



Protective & Marine Coatings

DTM Acrylic Coating

B66-100 SERIES
B66-200 SERIES

GLOSS
SEMI-GLOSS

Revised: June 12, 2014

PRODUCT INFORMATION

1.25

PRODUCT DESCRIPTION

DTM Acrylic Coating is a 100% acrylic, water reducible, corrosion resistant coating for light to moderate industrial use. Designed for new construction or maintenance use and can be used directly over prepared substrates.

- Chemical resistant
- Fast dry
- Flash rust/early rust resistant
- Interior/exterior use
- Single component
- Outstanding application characteristics
- Corrosion resistant
- Low odor, Low VOC

PRODUCT CHARACTERISTICS

- Finish:** Gloss or Semi-Gloss
- Color:** Wide range of colors including safety colors
- Volume Solids:** 38% ± 2%, may vary by color
- Weight Solids:** 48% ± 2%, may vary by color
- Voc (EPA Method 24):** <250 g/L; 2.08 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	6.5 (165)	10.0 (250)
Dry mils (microns)	2.5 (63)	4.0 (100)
~coverage sq ft/gal (m²/L)	155 (3.8)	250 (6.1)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	608 (14.9)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 8.0 mils wet (200 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 110°F/43°C
To touch:	1.5 hours	1 hour	30 minutes
Tack free:	6 hours	4 hours	2 hours
To recoat:	6 hours	4 hours	2 hours
To cure:	30 days	30 days	30 days

Drying time is temperature, humidity, and film thickness dependent.

- Shelf life:** 36 months, unopened
Store indoors at 50°F (10°C) to 100°F (38°C)
- Flash Point:** >200°F (93°C), PMCC
- Reducer:** Water
R8K10 - WB Hot Weather Reducer up to 10%
- Clean Up:** Water

RECOMMENDED USES

For use over prepared:

- Steel
- Aluminum
- Drywall
- Water treatment plants
- Galvanizing
- Concrete
- Zinc rich primers
- Wood
- Masonry

Examples:

- Buildings
- Machinery
- Power plants
- Storage Tank Exteriors
- Suitable for use in USDA inspected facilities
- Conforms to AWWA D102 OCS #3
- Acceptable for use in high performance architectural applications.
- Complies with performance criteria of SSPC Paint 24.
- Equipment
- Piping
- Structural Steel
- New Construction
- Select Marine Structures
- Water treatment plants

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP10

System Tested*:

2 cts. DTM Acrylic Coating @ 3.0 mils (75 microns) dft/ct
*unless otherwise noted below

Test name	Test Method	Results
Abrasion resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1kg load	107 mg loss
Accelerated Weathering	ASTM D4587, QUV-A, 5,000 hours	Passes
Adhesion	ASTM D4541	>500 psi
Corrosion Weathering	ASTM D5894, 15 cycles, 5,040 hours	Rating 9 per ASTM D610 for rusting ; Rating 10 per ASTM D714 for blistering
Direct impact resistance	ASTM D2794	>160 in. lbs.
Dry Heat resistance	ASTM D2485	300°F (149°C)
Exterior Durability	1 year, 45° South	Excellent
Flexibility	ASTM D522, 180° bend, 1/8" mandrel	Passes
Moisture condensation resistance (2 coats)	ASTM D4585, 100°F (38°C), 300 hours	Passes
Pencil Hardness	ASTM D3363	2B
Salt Fog resistance	ASTM B117, 500 hours	Excellent
Flame Spread Rating	ASTM E84-91a	Flame Spread Index - 5 ; Smoke Density Index - 0

Provides performance comparable to products formulated to federal specification: AA50570, and Paint Specification: SSPC-Paint 23 and 24.



Protective & Marine Coatings

DTM Acrylic Coating

B66-100 SERIES
B66-200 SERIES

GLOSS
SEMI-GLOSS

Revised: June 12, 2014

PRODUCT INFORMATION

1.25

RECOMMENDED SYSTEMS

	Dry Film Thickness / ct.	
	Mils	(Microns)
Steel:		
1 ct. DTM Acrylic Primer/Finish	2.5-5.0	(63-125)
or Kem Bond HS	2.0-5.0	(63-125)
or Zinc Clad Primer	3.0-5.0	(75-125)
or ProCryl Primer	2.0-4.0	(50-100)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
Steel:		
2 cts. DTM Acrylic Coating*	2.5-4.0	(63-100)
(Application of coating on unprimed bare steel may cause pinpoint rusting.)		
Aluminum:		
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
Aluminum:		
1 ct. DTM Wash Primer	0.7-1.3	(18-32)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
galvanizing:		
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
concrete Block:		
1 ct. Heavy Duty Block Filler	10.0-18.0	(250-450)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
concrete/Masonry:		
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
Drywall:		
1 ct. ProMar 200 0 VOC Latex Wall Primer	1.0	(25)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
Prefinished Siding: (Baked-on finishes)		
1 ct. DTM Bonding Primer	2.0-5.0	(50-125)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
Wood, exterior:		
1 ct. Exterior Oil-Based Wood Primer	2.3	(58)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
Wood, interior:		
1 ct. Premium Interior Wall & Wood Primer	1.8	(45)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)

*Safety Colors, Deep Base, and Ultradeep colors require a prime coat of DTM Acrylic Primer/Finish, B66W1, for maximum durability, adhesion, and corrosion protection.

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Do not use hydrocarbon solvents for cleaning.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

* Iron & Steel:	SSPC-SP2
Aluminum:	SSPC-SP1
Galvanizing:	SSPC-SP1
Concrete & Masonry:	SSPC-SP13/NACE6 or ICRI No. 310.2R, CSP 1-3
Wood:	Dry and sanded smooth. Primer required.

*Safety Colors, Deep Base, and Ultradeep colors require a prime coat of DTM Acrylic Primer/Finish, B66W1, for maximum durability, adhesion, and corrosion protection.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 B57079:A1	Swedish Std. SiS055900	SSPC	nAc E
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted Pitted & Rusted	C St 2 D St 2	SP 2 SP 3	-
Power Tool Cleaning	Rusted Pitted & Rusted	C St 3 D St 3	SP 3 SP 3	-

TINTING

Tint with BAC, CCE, or EnviroToner at 100% tint strength, using the respective tinting formula pages. Better performance will be achieved with EnviroToners. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

Tinting with BAC or CCE can affect the flash/early rust resistance of the coating.

APPLICATION CONDITIONS

Temperature:	50°F (10°C) minimum, 110°F (43°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	1 (3.78L) and 5 gallon (18.9L) containers
Weight:	10.2 ± 0.2 lb/gal 1.22 Kg/L May vary by color.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Protective & Marine Coatings

DTM Acrylic Coating

B66-100 SERIES
B66-200 SERIES

GLOSS
SEMI-GLOSS

Revised: June 12, 2014

APPLICATION BULLETIN

1.25

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Do not use hydrocarbon solvents for cleaning.

Iron & Steel

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6.

*Safety Colors, Deep Base, and Ultradeep colors require a prime coat of DTM Acrylic Primer/Finish, B66W1, for maximum durability, adhesion, and corrosion protection.

Aluminum

Remove all oil and grease per SSPC-SP1. Self-priming.

Galvanizing

The surface should be weathered for 6 months prior to painting. Remove all oil and grease per SSPC-SP1. Self-priming.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6 or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly cleaned and dry. Surface temperatures must be at least 55°F (13°C) before filling. Use Heavy Duty Block Filler. Filler must be thoroughly dry before topcoating per manufacturer's recommendations.

Wood

Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusty	D St 2	D St 2	SP 2	-
Rusty	C St 3	C St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature: 50°F (10°C) minimum, 110°F (43°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer Water
R8K10 - WB Hot Weather Reducer
up to 10%

Clean Up Water

Airless Spray

Pressure..... 1500 psi
Hose..... 1/4" ID
Tip017" - .021"
Filter 60 mesh
Reduction..... As needed up to 12½% by volume

Conventional Spray

Gun Binks 95
Fluid Nozzle 66
Air Nozzle..... 63PB
Atomization Pressure..... 50 psi
Fluid Pressure..... 15-20 psi
Reduction..... As needed up to 12½% by volume

Brush

Brush..... Nylon / polyester
Reduction..... Not recommended

Roller

Cover 3/8" woven solvent resistant core
Reduction..... Not recommended

If specific application equipment is not listed above, equivalent equipment may be substituted.



Protective & Marine Coatings

DTM Acrylic Coating

B66-100 SERIES
B66-200 SERIES

GLOSS
SEMI-GLOSS

Revised: June 12, 2014

APPLICATION BULLETIN

1.25

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing instructions: Mix paint thoroughly to a uniform consistency with low speed power agitation prior to use.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	6.5 (165)	10.0 (250)
Dry mils (microns)	2.5 (63)	4.0 (100)
~c coverage sq ft/gal (m ² /L)	155 (3.8)	250 (6.1)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	608 (14.9)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 8.0 mils wet (200 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 110°F/43°C
To touch:	1.5 hours	1 hour	30 minutes
Tack free:	6 hours	4 hours	2 hours
To recoat:	6 hours	4 hours	2 hours
To cure:	30 days	30 days	30 days

Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with Mineral Spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using Mineral Spirits.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

During the early stages of drying, the coating is sensitive to rain, dew, high humidity, and moisture condensation. Plan painting schedules to avoid these influences during the first 16-24 hours of curing.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

Safety Colors, Deep Base, and Ultradeep colors require a prime coat of DTM Acrylic Primer/Finish, B66W1, for maximum durability, adhesion, and corrosion protection.

Application temperature above 95°F (35°C) may cause dry spray, uneven sheen, and poor adhesion.

Application temperature below 50°F (10°C) may cause poor adhesion and lengthen the drying and curing time.

DTM Acrylic Coating is extremely sensitive to hydrocarbon containing solvents. When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent followed by a water rinse.

Do not use hydrocarbon solvents for cleaning.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



ESTIMATE	#3009
ESTIMATE DATE	Mar 19, 2024
EXPIRATION DATE	May 12, 2024
TOTAL	\$51,000.00

Greyhawk Landing
 278 Petrel Trail
 Bradenton, FL 34212

CONTACT US

6014 17th St E, Unit C
 Bradenton, FL 34203

(941) 228-6084
 fieldmgr@greyhawkcdd.org

(941) 888-3101
 Jessica@paintingsunshine.com

ESTIMATE

Services	amount
EXTERIOR PAINTING	\$51,000.00
PAINT 340 LIGHT POSTS	

The scope of work for this project is as follows:

- Remove glass domes, clean with Dawn soap and water, dry with towels, reinstall after painting
- Scrape and wire brush off any loose paint, sand as needed
- Wipe down all surfaces with M-1 deglossing and cleaning agent
- Prime raw metal surfaces with Red Oxide primer
- Cover light boxes, light sensors, and bulbs
- Cover surrounding shrubs with tarps to eliminate overspray
- Scuff sand and prime using Pro Cryl industrial primer by Sherwin Williams to caps only
- Apply sealer coat to light posts and base
- apply two coats Sher Cryl Industrial coating by Sherwin Williams in Gloss
- Apply numbers and letters by stencil in white spray paint to each light post base- numbering scheme to be provided by Greyhawk Landing

COLOR: Package Black (Package black is tinted by at the factory for better color retention and weather resistance)
 SHEEN: Gloss

NOTE:
 Greyhawk Landing will be added as additionally insured on liability policy
 Project timeline is estimated at 30-45 working days, weather may add time to completion
 Work is warrantied of 3 years product and labor
 *** The State of Florida does not issue licenses for painting companies
<https://www.myfloridalicense.com/intentions2.asp?chBoard=true&boardid=06&SID=>
 See attachements for Sherwin Williams Product warranty

Services subtotal: \$51,000.00

Subtotal	\$51,000.00
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Tax (Convenience Fee for Credit Card Purchases 4%)	\$0.00
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Total	\$51,000.00
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We accept payments by Zelle, Venmo, paper checks, Credit Cards and Bitcoin





HomeAdvisor PRO Live Help | Log Out
Sunshine Painting

Home | Lead Gen | Opportunities | Reviews | My Profile | Articles & Tools | Account

Request Review From Customers | Ask Customer Feedback | United Ways for Your Biz

You've Just Earned a Badge!
Congrats on one hundred reviews! Proudly display this achievement and show customers you've got what it takes to win their business.
[Learn More](#) | [No Thanks](#) | [Remove My Label](#)

100 REVIEWS

My Ratings & Reviews

My HomeAdvisor Overall Rating 108 Total Reviews
★★★★★ 4.6

Ratings by Criteria				
Quality	★★★★★	4.59	5 Stars	89
Customer Service	★★★★	4.60	4 Stars	11
Value For Money	★★★★	4.63	3 Stars	1
			2 Stars	5
			1 Star	2

Ratings Distribution

- Reviews are the New Word-of-Mouth
9 out of 10 homeowners go online to research options before hiring a pro.
- Increase Your Win Rate with Reviews
Pros with 3 reviews are 2 times more likely to win jobs.
- Showing You're a Quality Pro Matters
64% of HomeAdvisor users say they are willing to pay more for a quality pro.

[Request More Reviews](#)















Sher-Cryl HPA

★★★★★

1 Reviews | [Write a Review](#)

Color	Options	Price
<p>Color Name or Number:</p> <input type="text" value="Enter SW color name or number"/>	<p>Container Size:</p> <p>1 Gallon </p> <p>Sheen:</p> <p>Semi-Gloss </p> <p>Base:</p> <p>Clear Tint Base</p> <p>Change Base</p>	<p>Save 10% Every Day with PaintPerks®</p> <p>List Price: \$131.19</p>
<div style="border: 1px solid #ccc; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> Add a Color</div>		



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/10/2020

EXPIRATION DATE: 2/9/2022

PERSON: GERALD A REIF

EMAIL: GERRY@PAINTINGSUNSHINE.COM

FEIN: 352547988

BUSINESS NAME AND ADDRESS:

SUNSHINE PAINTING LLC

6127 27TH ST EAST

ELLENTON, FL 34222

SCOPE OF BUSINESS OR TRADE:

Painting NOC & Shop
Operations, Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01117076

QUESTIONS? (850) 413-1609



**Protective
&
Marine
Coatings**

**SHER-CRYL™ HPA
HIGH PERFORMANCE ACRYLIC**

B66-300 Symp
B66-350 Symp

Gloss
Semi-Gloss

Revised January 15, 2015

PRODUCT INFORMATION

1/28

RECOMMENDED SYSTEMS

	Dry Film Thickness / ct.	Mils (Micro)
Steel:		
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Steel:		
1 ct. Pro Industrial Pro-Cryl Universal Primer	2.0-4.0	(50-100)
1-2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Steel:		
1 ct. DTM Acrylic Primer/Finish or Kern Bond HS or Zinc Clad Primer	2.5-5.0	(63-125)
or Zinc Clad Primer	3.0-5.0	(75-125)
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Steel:		
1 ct. Zinc Clad XI	3.0-4.0	(75-100)
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Aluminum:		
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Aluminum:		
1 ct. DTM Wash Primer	0.7-1.3	(18-32)
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Galvanizing:		
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Concrete Block:		
1 ct. Heavy Duty Block Filler	10.0-18.0	(250-450)
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Concrete/Masonry:		
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Prefinished Siding: (Based on finishes)		
1 ct. DTM Bonding Primer	2.0-5.0	(50-125)
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)
Wood, exterior:		
1 ct. A-100 Exterior Oil Wood Primer	1.5	(38)
2 cts. Sher-Cryl HPA	2.0-4.0	(50-100)
Wood, interior:		
1 ct. Premium Wall & Wood Primer	1.8	(45)
2 cts. Sher-Cryl HPA	2.5-4.0	(63-100)

The systems listed above are representative of the product's use. Other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

www.sherwin-williams.com/protective

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Do not use hydrocarbon solvents for cleaning.

Refer to product Application Bulletin for detailed surface preparation information.

- Minimum recommended surface preparation:
- Iron & Steel: SSPC-SP2
 - Aluminum: SSPC-SP1
 - Galvanizing: SSPC-SP1
 - Concrete & Masonry: SSPC-SP13/NADE 5 or ICR No. 310.2R, CSP-1-3 Dry and sanded smooth
 - * Wood: Dry and sanded smooth
 - * Prefinished Siding: SSPC-SP1
 - * Requires primer

Surface Preparation Standards

Condition of Surface	ISO 8501-1	Sherwin-Williams	SSPC NADE
Hand Tool Cleaning	St 2	SSPC-SP1	SSPC-NADE 5
Power Tool Cleaning	St 3	SSPC-SP2	SSPC-NADE 6
Hand Tool Cleaning	St 2	SSPC-SP1	SSPC-NADE 5
Power Tool Cleaning	St 3	SSPC-SP2	SSPC-NADE 6

TINTING

Use with Enviro-Tone colorants at 100% strength. Do not use BAC.

Five minute minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS

Temperature: 50°F (10°C) minimum 120°F (49°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 10.30 ± 0.2 lbs/gal 1.24 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and literature.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accordance with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Sher-Cryl™ HPA

High Performance Acrylic

B66-300 Series Gloss, B66-350 Series Semi-Gloss


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

SHER-CRYL HPA is a higher performing ambient cured, one component acrylic coating with excellent performance properties.

Features:

- Chemical Resistant
- Outstanding humidity resistance
- Outstanding application characteristics
- Flash rust-early rust resistant
- Corrosion resistant
- Fast dry
- Suitable for use in USDA inspected facilities

Recommended for use in:

- Buildings & Warehouses
- Equipment & Machinery
- Storage Tanks & Piping & Structural Steel
- Manufacturing Facilities & New Construction
- Interior or Exterior

For use on properly prepared:

Steel, Galvanized & Aluminum, Concrete and Masonry, Wood, Previously Painted & Zinc rich primers

Finish: 80°+@60° Gloss
35-45°@60° Semi-Gloss

Color: Most colors

Recommended Spreading Rate per coat:

Extra White B66W00311 (may vary by base)

Wet mils: 6.0-10.0
Dry mils: 2.0-3.3
Coverage: 160-264 sq. ft. per gallon

Theoretical Coverage: 529 sq. ft. per gallon
@ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@110°F
To touch	1 hour	30 minutes	5 minutes
To handle	8 hours	5 hour	15 minutes
To recoat	8 hours	5 hour	15 minutes
To cure	30 days	30 days	30 days

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-4	SherColor
Ultra-deep base	10-12	SherColor

Extra White B66W00311

(may vary by base)

V.O.C. (less exempt solvents): As mixed
239 grams per litre; 1.99 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 33 ± 2%
Weight Solids: 42 ± 2%
Weight per Gallon: 9.44 lb
Flash Point: N/A
Vehicle Type: Acrylic
Shelf Life: 36 months, unopened

COMPLIANCE

As of 04/09/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	No
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Product Lens Certified	No
MPI-(Gloss)	Yes

APPLICATION

Temperature: air, surface, and material
minimum 50°F / 10°C
maximum 120°F / 49°C

At least 5°F above dew point

Relative humidity: 85% maximum
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water
R8K10 - WB Hot Weather Reducer up to 10%

Airless Spray:
Pressure 1500 p.s.i.
Hose 1/4 inch I.D.
Tip .017 - .021 inch
Filter 60 mesh

Conventional Spray:
Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63 PB
Atomization Pressure 50 p.s.i.
Fluid Pressure 15-20 p.s.i.
Reduction: As needed up to 12.5% by volume

Brush Nylon-polyester
Roller Cover 3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build. Application temperature above 95°F (35°C) may cause dry spray, uneven sheen, and poor adhesion. Application temperature below 50°F (10°C) may cause poor adhesion and lengthen the drying and curing time.

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

During the early stages of drying, the coating is sensitive to rain, dew, high humidity and moisture condensation. Plan painting schedules to avoid these influences during the first 16-24 hours of curing.

SPECIFICATIONS

Steel:

1 coat Pro Industrial Pro-Cryl Primer or Pro Industrial DTM Primer/Finish or Kem Bonds HS or Zinc Clad XI
2 coats Sher-Cryl HPA

Aluminum:

2 coats Sher-Cryl HPA

Aluminum:

1 coat Pro Industrial Pro-Cryl Primer
2 coats Sher-Cryl HPA

Concrete Block (CMU):

1 coat Pro Industrial Heavy Duty Blockfiller or Loxon Acrylic Block Surfacer
2 coats Sher-Cryl HPA

Concrete-Masonry:

1 coat Loxon Concrete & Masonry Primer or Loxon Conditioner
2 coats Sher-Cryl HPA

Drywall:

1 coat ProMar 200 Zero V.O.C. Primer
2 coats Sher-Cryl HPA

Galvanizing:

2 coats Sher-Cryl HPA

Pre-Finished Siding: (Baked-on finishes)

1 coat DTM Bonding Primer
2 coats Sher-Cryl HPA

Previously Painted:

2 coats Sher-Cryl HPA

Wood, exterior:

1 coat Exterior Wood Primer
2 coats Sher-Cryl HPA

Wood, interior:

1 coat Premium Wall & Wood Primer
2 coats Sher-Cryl HPA

The systems listed above are representative of the product's use, other systems may be appropriate. Other primers may be appropriate.

Sher-Cryl™

High Performance Acrylic

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance. Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13-Nace 6-ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations. Primer required.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile.

SURFACE PREPARATION

Prefinished Siding (baked-on finishes)- Remove oil, grease, dirt, oxides, and other contaminants from the surface by cleaning per SSPC-SP1 or water blasting per NACE Standard RP-01-72. Always checks for compatibility of the previously painted surface with the new coating by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion. DTM Bonding Primer is required.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

Sher-Cryl HPA Gloss— 2 coats @ 3.0 mils D.F.T per coat
(unless otherwise noted)

Abrasion Resistance:

Method: ASTM D4060, CS17
Wheel, 1000 cycles, 1
kg load
Results: 59.1 mg loss

Adhesion:

Method: ASTM D4541
Results: 947 psi

Corrosion Weathering¹:

Method: ASTM D5894, 7 cycles
Results: Corrosion 8, Blistering 10

Direct Impact Resistance:

Method: ASTM D2794
Results: greater than 176 in. lb

Dry Heat Resistance:

Method: ASTM D2485 Method A
Results: 300°F/149°C

Flexibility:

Method: ASTM D522, 180° bend,
1/8" mandrel
Results: Pass

Humidity Resistance¹:

Method: ASTM D4585, 2186 hours
Results: Corrosion 10, Blistering 10

Pencil Hardness:

Method: ASTM D3363
Result: 4B

¹ 1 coat Sher-Cryl HPA over 1 coat Pro Industrial Pro-Cryl Universal Primer
Provides performance comparable to products in lieu of the Federal Specification: AA50570, and Paint Specification: SSPC-Paint 24.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW	04/09/2021	B66W00311	24 239
HOTW	04/09/2021	B66T00304	21 224
HOTW	04/09/2021	B66W00351	24 235
HOTW	04/09/2021	B66T00354	24 241
FRC			

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sunshine Painting LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 60' 4 17th Street East, UNit C	Requester's name and address (optional)
6 City, state, and ZIP code Bradenton, FL 34203	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	5	-	2	5	4	7	9	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 03-18-2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Tab 8

Superior SOD Solutions

3/21/2024

1173 Western Pine Cir.

Sarasota, FL 34240

941.720.2204

GreyHawk Landings
Andrew Davis
CDD Field Manager
12350 Mulberry Ave.
Bradenton, FL 34212
941-746-6670

PRICE

\$30,500.00

Work Description

- The work area is from Mulberry roadsides on both sides from mailboxes past honey flower loop ending at the bobcat crossing sign. Also included in the price is the grass around the pond at the entrance to the clubhouse from the road to the top of the bank.
- Replace existing grass and weeds with Provista St. Augustine.
- Spray existing area with round up and fusillade
- Strip and prep area for new sod. Remove existing grass off site.
- Install Provista St. Augustine from Bethel Farms in Arcadia.
- The project should take 2-3 days once the sod removal begins.

Terms & Conditions

- Greyhawk Landing is responsible for marking all sprinkler heads, valves and utility lines.
- Superior Sod Solutions is not responsible for damage made to irrigation lines that are buried less than 6 inches from the surface.
- Superior Sod Solutions is not responsible for asphalt repair at dumpster sites. However, we will take all reasonable steps to protect the asphalt from damage.
- A 50% deposit will be required prior to the start of the work. The remainder will be due upon completion.

Signatures

Michael K O'Bryant

Date

Andrew Davis

Date

Tab 9

Main Gate Enterprises, Inc. Proposal

4/11/2024

QUOTE # 45393-80



State Certified Building Contractor Lic# CBC1266890

State Certified Electrical Contractor Lic# EC13006517

240 Stenstrom Rd. Wauchula, FL 33873

Phone: 863-773-3066 Fax: 863-773-5072 www.main-gates.com

GREYHAWK LANDING BARRIER ARM OPERATORS


ATTN: ANDREW DAVIS

PHONE: 941-746-6670 EMAIL: FIELDMGR@GREYHAWKCDD.ORG

SUPPLY AND INSTALL OF ALL ITEMS LISTED BELOW

DRAWING REFERENCE: ON SITE EVALUATION

NOTE: PROPOSAL DOES NOT INCLUDE LED BARRIER ARMS. ARMS INCLUDED IN SEPARATE PREVIOUS PROPOSAL FOR CUSTOMER.

Item #	Item Type	Description	Quantity
1	BARRIER ARM OPERATOR	 <p>LIFTMASTER HIGH-TRAFFIC DC BARRIER GATE OPERATTOR. MEGA ARM TOWER, BATTERY BACKUP INCLUDED, SMOOTH START/STOP OPERATION, MAGNETIC LIMIT SENSORS, SURGE SUPPRESSION BUILT IN. TO BE INSTALLED AT THE FOLLOWING LOCATIONS: GREYHAWK BLVD MAIN- 4 UPPER MANATEE (REAR) - 3 GOLDENROD - 2 7TH/GERANIUM GLEN - 2 SWEETGRASS/ROSEMARY - 1 BRAMBLING COURT - 2</p>	14
2	MISC	MISC (CONCRETE, WIRE, CONNECTORS, FITTINGS, JUNCTION BOXES, GROUND RODS, ETC)	1
3	LABOR	LABOR TO PROFESSIONALLY INSTALL ALL EQUIPMENT LISTED ABOVE	1

4	TOTAL	TOTAL PROPOSED PRICE	\$58,456
PAVER REMOVAL AND REPLACEMENT, IF REQUIRED, TO BE PROVIDED BY OTHERS.			
TELEPHONE LINE TO TELEPHONE ENTRY UNIT TO BE PROVIDED BY OTHERS.			
SCHEDULE: START OF WORK IS CONTINGENT UPON RECEIVING A SIGNED CONTRACT, NOTICE OF COMMENCEMENT AND ISSUANCE OF PERMIT. START DATE WOULD HAVE TO BE ADJUSTED IF THERE ARE DELAYS IN RECEIPT OF ANY OF THE ABOVE.			
TERMS: 50% INITIAL DRAW WITH PROGRESS BILLING AS WORK IS PERFORMED WITH BALANCE DUE UPON COMPLETION. COMPLETION DEFINED AS SUBSTANTIAL COMPLETION OF CONTRACTED WORK. MAIN GATE ENTERPRISES, INC. EXPECTS PAYMENT EVEN IF WORK PERFORMED BY OTHERS (E.G. POWER, PHONE COMPANIES) IS NOT COMPLETED. THE CUSTOMER AGREES THAT THE FULL AMOUNT OF THIS CONTRACT IS DUE AND PAYABLE UPON COMPLETION AND INVOICE IS RENDERED. IF NOT PAID WITHIN 10 DAYS, THE CUSTOMER AGREES TO PAY A SERVICE CHARGE PER MONTH FROM THE DATE OF THE STATEMENT UNTIL PAID. AFTER 30 DAYS, IF THE STATEMENT IS GIVEN TO AN ATTORNEY FOR COLLECTION, THE CUSTOMER AGREES TO PAY ALL ATTORNEY FEES AND COURT COSTS SHOULD SUIT BE NECESSARY.			
1 YEAR WARRANTY ON MATERIALS AND WORKMANSHIP, EXCEPT GATE STRIKES, VANDALISM AND ACTS OF GOD. WARRANTY PERIOD BEGINS UPON COMPLETION OF INSTALLATION AND ACCEPTANCE BY DEVELOPER.			
WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETED IN ACCORDANCE WITH SPECIFICATIONS ABOVE. PROPOSED PRICE INCLUDES ALL APPLICABLE TAXES.			
PROPOSAL EXPIRES 30 DAYS FROM DATE OF PROPOSAL			
ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.			
Main Gate Enterprises, Inc.		Greyhawk Landing	
Signed: _____		Signed: _____	
Print Name: _____		Print Name: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

Tab 10

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 the 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.

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Greyhawk Landing Community Development District was held on **Thursday, March 28, 2024, at 6:00 p.m.** at the Greyhawk Landing Clubhouse, located at 12350 Mulberry Avenue, Bradenton, FL 34212.

Present and constituting a quorum:

Jim Hengel	Board Supervisor, Chairman
Mark Bush	Board Supervisor, Vice Chairman
Cheri Ady	Board Supervisor, Assistant Secretary
Scott Jacuk	Board Supervisor, Assistant Secretary
Patty Mathews	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel –
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Rick Schappacher	District Engineer, Schappacher Engineering, LLC
John Toborg	Manager, Landscape Inspection Services
Andrew Davis	Field Operations Manager
David Bautista	Yellowstone Landscaping

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and conducted roll call.

The Board recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Blandon advised that she would now open the floor for public comment, she reminded attendees to limit public comment to three minutes per person.

Mr. Charbonneau expressed his views to the Board regarding the MainGate project and also discussed a survey conducted in 2019. His remarks touched upon the play and spray.

49 Ms. Wilson addressed the Board concerning the fishing tournament. She expressed
50 gratitude to everyone for their assistance. She mentioned that the events group is organizing
51 an Easter egg hunt on Saturday.
52

53 **THIRD ORDER OF BUSINESS**

Staff Reports

54
55 A. Aquatic Maintenance

56 No one was available from Crosscreek Environmental to provide a report.
57

58 B. Landscaping Inspection Services Report

59 Mr. Toborg provided an overview of the February 11, 2024, Landscape Inspection
60 Report, highlighting items of concern within each Zone. He emphasized the need for
61 removing dead plant material from several locations. He advised the proposals were
62 requested for the removal and replacement of plants.
63

64 Mr. Toborg addressed the Board regarding the RFP for Landscape and Irrigation
65 Maintenance. He delved into the Project Manual provided in the agenda. He also
66 disclosed that seven vendors participated in the pre-bid meeting. The deadline for
67 questions was March 28, 2024, and an addendum with responses to all bidders will be
68 provided. The bid opening is scheduled for April 11, 2024, and the Board will evaluate the
69 bids during the April 25th Board meeting.
70

71 Mr. Toborg provided an overview of the proposal for Professional Landscape Inspection
72 Services. He highlighted the frequency of the reports. He emphasized that the report is
73 refreshed quarterly, ensuring that each item is brand new. He advised unlike a continuing
74 conversation, which could occur on a monthly or bimonthly basis, these reports provide
75 a snapshot of the landscape's condition at specific intervals.
76

77 During the Board's discussion, the decision was made to transition from quarterly to bi-
78 monthly inspection services. This adjustment will allow for more frequent assessments
79 and timely responses to any landscape-related matters.
80

81 On a Motion by Mr. Hengel, seconded by Mr. Jacuk, with all in favor, the Board Approved
82 Professional Landscape Inspections Services Proposal for Bi-monthly in the amount of \$850.00
83 bi-monthly - \$5100.00/year, for the Greyhawk Landing Community Development District.

84
85 C. Landscape Maintenance

86 Mr. Bautista from Yellowstone Landscaping advised of several important points during
87 the meeting. The Queen Palms and other plant material will be fertilized next week. He
88 stated the plant material behind the rec center has already been removed. He explained
89 that Yellowstone Landscaping follows a cautious approach by not removing plants that
90 appear dead without consulting the Board first. He notified the Board the Sweet
91 Viburnums on 117th Street E will be replaced, and those surrounding the lift station at
92 Brambling and Peregrin will be cut shorter, however, he requested to know the height
93 The Board would like them. He advised the Mexican petunias along the pocket parks
94 were spared from spraying due to their significance for butterflies. He advised the de-
95 mossaing of oak trees is ongoing, and tissue samples are being taken as requested.

96
97 D. District Engineer
98 Mr. Schappacher addressed several critical matters related to the community's
99 infrastructure and property. He discussed the sidewalks and nature trail work, expressing
100 that the vendor was not happy with the residents. The vendor reported that residents
101 are ignoring safety taping and barricades, tearing them down, and walking or riding bikes
102 directly through the concrete. This behavior has led to rutting concerns and damages.

103
104 He addressed the homeowner improvements that have impacted District property,
105 causing erosion. To address this, Mr. Cohen proposed sending letters to homeowners
106 with erosion issues. Additionally, the Board requested a proposal for repair costs if
107 homeowners fail to address the erosion themselves.

108
109 Regarding SFWMD deficiencies, Mr. Schappacher assured the Board that he has
110 submitted all necessary documentation for the speed bumps. The previous developer is
111 actively communicating with the SFWMD to resolve permit-related violations.

112
113 Mr. Schappacher spoke to the Board regarding 117th drainage, the permit was transferred
114 to Greyhawk East POA in 2008. The Board unanimously agreed that the District Engineer
115 should certify ownership of the three ponds, as they belong to the CDD. Mr. Schappacher
116 shared the challenges faced while working with reclaim and utilities, emphasizing the
117 painstaking process of obtaining drawings and locating utilities.

118
119 E. Field Manager
120 Mr. Davis addressed several important matters related to community maintenance and
121 services. He advised that Crosscreek Environmental completed the Second Phase of
122 cleanup along Chantilly Trail and Lavendar Loop, finalizing these tasks on March 15th
123 and March 18th. He stated the Sweet Viburnum replacement is scheduled for next week.
124 Mr. Davis will present a proposal for an outdoor water bottle station at the next meeting.
125 The Board requested an update on Pools by Lowell, and Mr. Davis explained that due
126 to the District's lower payment, it receives less attention. He is currently seeking
127 proposals from different companies to replace the vendor. Ms. Bandon suggested that
128 Mr. Cohen send a demand letter to the vendor, especially since Pools by Lowell recently
129 increased their contract. Mr. Cohen requested a list of deficiencies for further
130 consideration.

131
132 F. District Counsel
133 Mr. Cohen presented an overview of a District Memorial Policy. He explained that if the
134 Board wishes to proceed with the District Memorial Policy, it would involve a rulemaking
135 proceeding. He advised the District would establish specific rates and then advertise
136 and hold a public hearing. If the Board is inclined, Mr. Cohen is prepared to adapt the
137 policy for the Board's decision. After a discussion, the Board collectively decided to
138 table this matter until the next meeting.

139
140 G. District Manager
141 Ms. Bandon advised the next meeting of the Greyhawk Landing CDD is scheduled for
142 Thursday, April 25, 2024, at 6:00 pm. Ms. Bandon advised that budget season is

143 approaching, and the District needs to schedule a budget workshop. The Board agreed
144 to meet on Thursday, May 23, 2024, at 5:00 pm. for the budget workshop. District staff
145 will advertise the Budget workshop.
146

147 Ms. Blandon went over the February financials for the District. She advised the District
148 is under budget by \$81,636.
149

150 Ms. Blandon shared legislative updates. She stated one new law states the Board is
151 required to establish a goal making process. She advised it has not been signed yet
152 but by the next meeting it will be. The upcoming October deadline for goal setting
153 emphasizes the need for thoughtful planning beyond just the budget. She advised
154 creating a comprehensive list of goals and defining the corresponding measures will
155 guide the District's actions effectively.
156

157 The Board requested an update regarding FEMA Ms. Blandon advised the District has
158 a new Program Delivery Manager.
159

160 **FOURTH ORDER OF BUSINESS**

**Update Regarding Gate Installation
Project and RFID Distribution**

161
162
163 Mr. Davis outlined the process for distributing RFID Stickers to homeowners. He
164 explained that homeowners will need to come see Mr. Davis or Ms. Alhalel and provide
165 identification in order to receive the stickers. He responded to questions from the Board.
166

167 **FIFTH ORDER OF BUSINESS**

**Consideration of Crosscreek
Environmental Inc Proposal for Solar
Aeration System for Pond 38**

168
169
170
171 Ms. Blandon presented an overview of the Crosscreek Environmental, Inc. proposal for
172 a Solar Aeration System for Pond 38. Mr. Hengel raised concerns regarding the lake's midge
173 problem. He advised the lake's location poses a challenge as it is not near an electrical source.
174 Board discussion ensued.
175

176 On a Motion by Mr. Hengel, seconded by Mr. Bush, with all in favor, the Board Approved the
177 Crosscreek Environmental Inc Proposal for Solar Aeration System for Pond 38 in the amount of
178 \$14,870.00, Subject to Preparation of an Agreement by District Counsel, the Greyhawk
179 Landing Community Development District.

180
181 **SIXTH ORDER OF BUSINESS**

**Consideration of Lamppost Painting
Proposals**

182
183
184 Ms. Blandon advised that proposals were received from Elite Painting and Design,
185 LLC, Nostalgic Lamppost and Mailboxes Plus, and Sunshine Painting, LLC. Mr. Davis
186 reviewed the proposals with the Board and advised he conducted a recount of the lampposts,
187 confirming a total of 340 lampposts. He responded to questions from the Board. Ms. Blandon
188 suggested that Mr. Davis revisit the vendors to ensure that the quotes are consistent and
189 comparable (apples to apples). Ms. Blandon advised the District will prepare a clear scope for

190 the project, and Mr. Davis will share it with all vendors for resubmission. Board discussion
191 ensued. The updated proposals will include requirements for licenses and insurances.

192
193 **SEVENTH ORDER OF BUSINESS** **Consideration of Proposals for the**
194 **Renovation of Rec Center Pool**

195
196 Mr. Hengel advised that despite attempts to contact them, Classic Marcite has not
197 returned calls or emails. He advised the pool needs a complete resurfacing and must be brought
198 up to code. Mr. Hengel advised that if a contract is signed now, the earliest opportunity for The
199 Pool Works of Florida, Inc. to work on the Rec Center Pool would be April 2025. He advised
200 their expertise lies in handling big commercial pools. The Board requested an update on the
201 parts for the play and spray, Mr. Davis said the parts will take two months to come in. Board
202 discussion ensued. The Board requested that Mr. Davis obtain pricing for replacement parts,
203 have a pool inspection completed to confirm there are no safety issues.

204
205 On a Motion by Mr. Hengel, seconded by Ms. Ady, with all in favor, the Board Approved The
206 Pool Works of Florida, Inc. Proposal for the Renovation of Rec Center Pool in the amount of
207 \$116,356.00, Subject to Preparation of an Agreement by District Counsel, the Greyhawk
208 Landing Community Development District.

209
210 **EIGHTH ORDER OF BUSINESS** **Consideration of Proposals for Mulch**
211 **Installation**

212
213 Ms. Blandon advised that proposals were received from Big Earth Landscape Supply
214 and Southeast Spreading Company, LLC.

215
216 On a Motion by Mr. Hengel, seconded by Ms. Mathews, with all in favor, the Board Approved
217 the Southeast Spreading Company, LLC Proposals for Mulch Installation in the amount of
218 \$36,771.84, Subject to Preparation of an Agreement by District Counsel, the Greyhawk
219 Landing Community Development District.

220
221 **NINTH ORDER OF BUSINESS** **Consideration of the Minutes of the Board**
222 **of Supervisors' Meeting held on February**
223 **22, 2024**

224
225 Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on February
226 22, 2024, and asked if there were any questions, comments, or changes to the minutes. There
227 were none.

228
229 On a Motion by Mr. Jacuk, seconded by Mr. Hengel, with all in favor, the Board Approved the
230 Minutes of the Board of Supervisors' Meeting held on February 22, 2024, for the Greyhawk
231 Landing Community Development District.

232
233
234 **TENTH ORDER OF BUSINESS** **Ratification of the Operations and**
235 **Maintenance Expenditures for the Month of**

February 2024

236
237
238 Ms. Blandon advised the expenditures for the period of February 1-29, 2024, totaled
239 \$141,101.72. She asked if there were any questions, comments, or changes, there were none.
240

241 On a Motion by Mr. Bush, seconded by Ms. Mathews, with all in favor, the Board Ratified the
242 Operations and Maintenance Expenditures for the Month of February 2024, totaling \$141,101.72,
243 for the Greyhawk Landing Community Development District.

244
245 **ELEVENTH ORDER OF BUSINESS**

**Ratification of Special Assessment
Revenue Bonds, Series 2021 (2021
Project), Requisitions 54 and 55**

246
247
248
249 Ms. Blandon discussed requisitions 54 and 55 totaling \$26,281.50 and asked if there
250 were any questions. There were none.
251

252 On a Motion by Mr. Hengel, seconded by Mr. Jacuk, with all in favor, the Board Ratified
253 Payment of Special Assessment Revenue Bonds, Series 2021 (2021 Project) Requisitions 54
254 and 55, totaling \$26,281.50, for the Greyhawk Landing Community Development District.

255
256 **TWELFTH ORDER OF BUSINESS**

Supervisor Requests

257
258 Ms. Blandon opened the floor to Supervisor Requests.
259

260 Mr. Hengel advised he received a thank you note from a resident regarding the fishing
261 pier. He advised there were comments on Facebook raising concerns regarding tree leaves
262 smothering the grass. Mr. Hengel plans to include an article in Mr. Wulczak's newsletter,
263 clarifying that leaves do not harm the grass.
264

265 He advised the Board a proposal for sod replacement on Mulberry was received. Mr.
266 Hengel spoke to the Board regarding the pressure washing. Board discussion ensued.
267

268 Mr. Hengel proposed changing the remaining light poles to LED lights to reduce costs.
269 Mr. Davis will follow up on this matter. Mr. Hengel requested assistance from an experienced
270 grant writer to research and prepare a grant for solar panels. He advised the goal is to reduce
271 the electric bill for the CDD buildings. Mr. Hengel mentioned citations issued by the Florida
272 Highway Patrol (FHP) within the community. He advised County Commissioner Kruse will host
273 a town hall meeting at the District.
274

275 Ms. Ady inquired regarding the gym expansion, and Ms. Blandon responded that she
276 would arrange for Mr. Davis to follow up with the District Engineer. The goal is to review the
277 gym and explore the possibility of expansion.
278

279 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

280
281 Ms. Blandon advised there was no further business to come before the Board and

282 asked for a motion to adjourn.

283

284 On a Motion by Ms. Ady, seconded by Ms. Mathews, with all in favor, the Board Adjourned the
285 Meeting at 7:42 p.m., for the Greyhawk Landing Community Development District.

286

287

288

289

290

291

Secretary / Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 11

GREYHAWK LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · Ft. Myers, FLORIDA (239) 936-0913
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures March 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$186,666.64**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Angie Carver	100035	022724 Carver	Rental Deposit Refund 02/24	\$ 250.00
Cheryl Ady	100016	CA022224	Board of Supervisors Meeting 02/22/24	\$ 200.00
Crosscreek Environmental, Inc.	100021	16493	Aquatic Fish Pond #24 02/24	\$ 4,455.00
Crosscreek Environmental, Inc.	100021	16498	Vegetation Removal 02/24	\$ 1,500.00
Crosscreek Environmental, Inc.	100021	16499	Vegetation Removal 02/24	\$ 4,850.00
Crosscreek Environmental, Inc.	100021	16501	30% Deposit Aeration System 02/24	\$ 4,653.90
Crosscreek Environmental, Inc.	100036	16521	Vegetation & Sediment 03/24	\$ 14,750.00
Crosscreek Environmental, Inc.	100036	16538	Blackbird Storm Drain 03/24	\$ 850.00
Crosscreek Environmental, Inc.	100036	16683	Vegetation Removal 03/24	\$ 1,500.00
Crosscreek Environmental, Inc.	100036	16686	Vegetation Removal 03/24	\$ 1,500.00
Crosscreek Environmental, Inc.	100036	16687	Vegetation Removal 03/24	\$ 1,500.00
Crosscreek Environmental, Inc.	100036	16688	Vegetation Removal 03/24	\$ 1,500.00
Crosscreek Environmental, Inc.	100036	16690	Quarterly Maintenance 03/24	\$ 3,200.00

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Crosscreek Environmental, Inc.	100039	16547	Monthly Maintenance 03/24	\$ 3,986.10
Danielle Shellhaas	100017	021224 Shellhaas	Deposit Refund 02/24	\$ 250.00
Fastsigns	100774	INV-27836	Deposit - New Signs 02/24	\$ 11,269.05
Fitness Logic, Inc.	100037	117689	Monthly Maintenance 03/24	\$ 125.00
FitRev, Inc.	100775	30771	50% Deposit- New Gym Equipment 02/24	\$ 4,899.75
FL Off Duty Police	100038	GH031524	Off Duty Patrol Services 02/24	\$ 2,640.00
Florida Department of Revenue	20230315-1	51-8015445488-7 02.24 ACH	Sales Tax 02/24	\$ 45.42
Florida Power & Light Company	20240320-2	FPL Summary 02/24 ACH	FPL Summary 02/24 ACH	\$ 2,794.05
Frontier Florida, LLC	100022	210-141-0055-031323-5 02/24	Internet & Phone 02/24	\$ 1,056.88
Frontier Florida, LLC	100027	210-141-0055-031323-5 03/24	Internet & Phone 03/24	\$ 1,069.56
Frontier Florida, LLC	100780	941-747-0647-040523-5 03/24	Phone & Internet 03/24	\$ 57.64
George A Bumila, Jr.	100023	21524	Tree Removal 02/24	\$ 3,250.00
Lyfe Outdoor Comfort Solutions	100024	70886	Refill Systems 02/24	\$ 675.00

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Main Gate Enterprises, Inc.	100028	34757	Service Call 02/24	\$ 759.63
Main Gate Enterprises, Inc.	100776	34741	Service Call 02/24	\$ 200.00
Main Gate Enterprises, Inc.	100781	34582	Service Call 10/22	\$ 870.28
Manatee County Sheriff's Office	100029	2280	Security Services 02/24	\$ 2,080.00
Manatee County Utilities Department	20240301-1	MCUD Summary 01/24 ACH	MCUD Summary 01/24	\$ 2,338.13
Manatee County Utilities Department	20240301-1	MCUD Summary 02/24 ACH	MCUD Summary 02/24	\$ 2,308.50
Mark E Bush	100018	MB022224	Board of Supervisors Meeting 02/22/24	\$ 200.00
Nostalgic Lampposts & Mailboxes Plus, Inc.	100025	2088	Lamppost Repair 02/24	\$ 290.00
Nostalgic Lampposts & Mailboxes Plus, Inc.	100777	2097	Street Light Maintenance 02/24	\$ 1,400.00
Owens Electric, Inc.	100030	17646305	Service Call - Tennis Court Lights 03/24	\$ 473.85
Patricia L. Mathews	100019	PM022224	Board of Supervisors Meeting 02/22/24	\$ 200.00
Persson, Cohen & Mooney, P.A.	100031	4788	Legal Services 02/24	\$ 4,262.75
Pools by Lowell, Inc.	100040	77560367	Service Call 03/24	\$ 199.44

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pools by Lowell, Inc.	100040	77567583	Rec Pool Service 03/24	\$ 2,250.00
Pools by Lowell, Inc.	100040	77567621	Clubhouse Pool Service 03/24	\$ 1,600.00
Pools by Lowell, Inc.	100040	77637969	Service Call 03/24	\$ 172.50
Pools by Lowell, Inc.	100040	77712391	Service Call 03/24	\$ 873.51
Pools by Lowell, Inc.	100040	77735227	Service Call 03/24	\$ 115.00
Pools by Lowell, Inc.	100040	77796618	Service Call 03/24	\$ 2,015.72
Pools by Lowell, Inc.	100040	78086126	Service Call 03/24	\$ 94.50
Rizzetta & Company, Inc.	100015	INV0000087961	District Management Fees 03/24	\$ 4,746.58
Rizzetta & Company, Inc.	100026	INV0000088014	Cell Phone & Mileage 02/24	\$ 50.00
Rizzetta & Company, Inc.	100034	INV0000088307	Personnel Reimbursement 03/24	\$ 6,659.32
Rizzetta & Company, Inc.	100042	INV0000088642	Personnel Reimbursement 03/24	\$ 6,659.32
Rizzetta & Company, Inc.	100773	INV0000087992	Amenity Mgt & Personnel Reimbursement 03/24	\$ 7,774.71
Robert Scott Jacuk	100020	RJ022224	Board of Supervisors Meeting 02/22/24	\$ 200.00

Greyhawk Landing Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Schappacher Engineering, LLC	100032	2622	Engineering Services 02/24	\$ 2,250.00
Spectrum	20240320-1	8337 12 013 1816996 03/24	700 Greyhawk Blvd - Gym 03/24	\$ 26.75
Spectrum	20240329-1	0034318031024 - 4318 ACH	700 Greyhawk Blvd 03/24	\$ 210.69
State Alarm, Inc.	100014	242102	Monthly Alarm Monitoring Service 03/24	\$ 201.40
TECO Peoples Gas	20240301-1	211012697549 01/24 ACH	12350 Mulberry Ave 01/24	\$ 19.06
TFR Cleaning Services, Inc.	100041	80732	Janitorial Services 03/24	\$ 759.00
Universal Protection Service, LLC	100778	15409207	Security 01/26/24 - 02/29/24	\$ 29,038.80
Verizon Wireless	20230312-1	9957278485 03/24 ACH	Phone Service 03/24	\$ 103.13
Welch Tennis Courts, Inc.	100033	75682	Soccer Net 03/24	\$ 186.06
Yellowstone Landscape	20240328-1	SS 661076 ACH	Monthly Landscape Maintenance 03/24	\$ 30,995.66
Yellowstone Landscape	20240328-1	SS 670891	Shrub - Landscape Enhancement 03/24	<u>\$ 1,255.00</u>
Report Total				<u>\$ 186,666.64</u>

Tab 12

Greyhawk Landing CDD
Special Assessment Bonds, Series 2021
Requisitions for Payment

Requisition No.	Vendor	Amount
56	Badger Daylighting Corp.	\$1,197.90
	Total	\$1,197.90