



Rizzetta & Company

Preserve at Wilderness Lake Community Development District

Continued Board of Supervisors' Meeting December 12, 2018

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1001**

www.wildernesslakecdd.org

PRESERVE AT WILDERNESS LAKE CDD COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Beth Edwards Scott Diver Sam Watson James Estel Lou Weissing	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley Robin & Vericker
District Engineer	Greg Woodcock	Cardno Engineering

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 (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 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.

**PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – 5844 OLD PASCO ROAD - SUITE 100 – WESLEY CHAPEL,
FLORIDA 33544**

WWW.WILDERNESSLAKECDD.ORG

December 6, 2018

**Board of Supervisors
Preserve at Wilderness Lake
Community Development District**

FINAL AGENDA

Dear Board Members:

The **Continued meeting** of the Board of Supervisors' of the Preserve at Wilderness Lake Community Development District will be held on **Wednesday, December 12, 2018 at 9:30 a.m.** at The Preserve at Wilderness Lake Lodge, located at 21320 Wilderness Lake Boulevard, Land O' Lakes, FL 34637. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS / BOARD & STAFF RESPONSES**
 - A. Discussion of Residents' Encroachment on CDD
Conservation areas..... Tab 1
- 4. CONTINUED BUSINESS ITEMS FROM DECEMBER 5th**
 - A. Consideration of Resolution 2019-02, Designating Officers...Tab 2
 - B. Consideration of Landscape ProposalsTab 3
- 5. SUPERVISOR REQUESTS**
- 6. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Matthew Huber
District Manager

cc: John Vericker, Straley & Robin
Greg Woodcock, Cardno
Tish Dobson, Lodge Manager

Tab 1



Lodge Incident Report

Name: Alexander & Ninel Gorbunov

Date Complaint/Incident Occurred: 12/3/2018

Time Complaint/Incident Occurred: 11:00am

Location of Incident: 7518 Ambleside Drive

Phone #: 917-541-6253

Explanation of Problem/Incident:

On Monday, December 3, 2018 at 11:15am, the Lodge received a call from a resident concerned that their neighbors were cutting down trees and using a Backhoe in the conservation area behind 7518 Ambleside Drive.

The concern was validated by Lodge Staff and reported to the Lodge Manager, Tish Dobson. The Lodge Manager arrived on-site around 1:30pm. Upon arriving, the Lodge Manager found the Backhoe tipped over on its side in the Setback/Conservation area, several large trees cut down and removed, Wax Myrtles cut down and pushed over, and debris from the Saw Palmettos, Grape Vines and other various types of vegetation scattered all throughout the Setback/Conservation area.

The Lodge Manager was advised by Lodge Staff and the vendor that Mr. Gorbunov was out of town and would be returning on Thursday, December 6th.

The resident's vendor, P&S Property and Handyman Services, placed a large drink cup on the under carriage of the Backhoe to capture the dripping fluid. The Lodge Manager directed the vendor to cease from all activity, except for the removal of the heavy equipment, and asked for documentation permitting the removal of vegetation from the Setback/Conservation area. The vendor stated that he did not have any paperwork, but thought that the homeowner had received a permit from SWFWMD to remove the nuisance vegetation.

The Lodge Manager contacted the CDD Wetlands vendor, GHS Environmental Services, to report the violation and to confer if the required Conservation Area Maintenance Agreement had been filed through the CDD by Mr. Gorbunov.

The vendor was unsuccessful in removing the Backhoe from the Setback/Conservation area and advised the Lodge Manager that another attempt would be made on Tuesday, December 4th.

The Lodge Manager reported the incident to the District Manager at 4:05pm on Monday, December 3rd.

On Tuesday, December 4th, the Lodge Manager was unsuccessful in reaching Mr. Gorbunov and left a voicemail message for Mr. Gorbunov to return the call as soon as possible to discuss the incident.



Tuesday, December 4th, 12:30pm - The Lodge Manager and Chuck with GHS returned to the site to further assess the area. At that time the Backhoe was still on its side in the Setback/Conservation area. During the assessment the owner of P&S Property and Handyman Services, Patrick Patton, advised us that he was working on a solution to remove the Backhoe without causing additional damage to the area.

Wednesday, December 5th, the removal of the Backhoe was successful.

The Lodge Manager verified that the Backhoe was removed.

Upon arriving at the site, a SWFWMD Field Technician, Jeff Toth, was conducting an investigation based on a report that was filed by one of the neighboring residents.

The Lodge Manager explained that WLP was working in “Good Faith” with the Gorbunov’s and the CDD wetlands vendor, GHS Environmental Services, to restore the site through a restoration/remediation plan that would include monitoring the site for at least one year to ensure a successful restoration.

Mr. Toth explained that he would turn all of his findings over to his Supervisor, Kim Dymond. Ms. Dymond would review the findings and determine if the EPA should be notified.

Present during the conversation: Mrs. Gorbunov and Staff member Steven Brown

The Lodge Manager was successful in contacting Mr. Gorbunov. The violation was discussed along with the procedure on how to obtain permission to remove vegetation in the Setback/Conservation area. Mr. Gorbunov stated that he called SWFWMD and was told that he could remove invasive vegetation, but not to go into the wetlands. He further explained that he was unaware of the WLP Conservation Area Maintenance Agreement and/or contacting the Lodge.

The Lodge Manager contacted Chuck Burnite with GHS and District Manager, Matthew Huber, regarding the SWFWMD investigation.

Proposed Solution/Action:

Homeowner and vendor cease all activity in the Setback/Conservation area.

Work with SWFWMD, GHS, and the Gorbunovs in restoring the site.

Homeowners to be the responsible party to pay for all expenses associated with the violation, inclusive of the restoring the site.

Phone Contact Required: Yes

Contact Dates: 12/3/2018, 12/4/2018 & 12/5/2018

Name of Person Contacted: District Manager - Matthew Huber, GHS Supervisor – Chuck Burnite, and WLP resident/homeowner - Mr. Gurbunov

Name of Staff member complaint/incident was reported to: Tish Dobson



Complaint/Incident reported to Mgmt.

Date: 12/3/2018 **Time:** 4:05pm

Witnessed By:

























Tab 2

RESOLUTION 2019-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, The Preserve at Wilderness Lake Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT
DISTRICT:**

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF DECEMBER, 2018.

**THE PRESERVE AT WILDERNESS
LAKE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 3

PRESERVE AT WILDERNESS LAKE CDD
2019/20 Landscape Maintenance Bid Tabulation

CONTRACTOR NAME	*REDTREE	*AMERISCAPE	*MAINSCAPE	CAPITAL LAND MGT	MILLENNIUM
COMMON GROUND LANDSCAPE MAINTENANCE					
Grounds Maintenance	\$12,900.00	\$18,220.00	\$18,058.26	\$16,000.00	\$29,400.00
Irrigation System Inspections	\$1,100.00	\$1,745.00	\$2,636.15	\$1,000.00	\$3,000.00
Hardwood Tree Pruning	\$1,000.00	Included	\$660.88	\$500.00	\$3,000.00
*Fertilization Program for Turf and Shrub (annual cost)	\$30,000.00	\$48,475.00	\$40,216.11	\$91,200.00	\$79,645.00
*Pest Control- all labor and materials (annual cost)	\$13,980.00	\$2,280.00	Included above	\$12,000.00	\$36,000.00
TOTAL ANNUAL COST	\$180,000.00	\$239,580.00	\$256,263.48	\$210,000.00	\$424,800.00
TOTAL MONTHLY COST (Grounds Maintenance, Irrigation Inspections & Hardwood Tree Pruning)	\$15,000.00	\$19,965.00	\$21,355.29	\$17,500.00	\$35,400.00
TOTAL ANNUAL COST INCLUDING FERTILIZATION & PEST CONTROL	\$223,980.00	\$290,335.00	\$296,479.59	\$313,200.00	\$540,445.00
*Note that total annual/monthly cost numbers were not filled in on the specs but reflected on this bid tab	LOW BID				HIGH BID
SUPPLEMENTAL SERVICES					
	ANNUAL TOTAL	ANNUAL TOTAL	ANNUAL TOTAL	ANNUAL TOTAL	ANNUAL TOTAL
Tall Palm Pruning	\$12,000.00	\$15,188.00	\$11,013.70	\$15,000.00	\$24,100.00
Seasonal Color Program *Based on 12,000 annuals per year (See breakdown below)	\$16,200.00	\$23,400.00	\$21,600.00	\$24,000.00	\$24,000.00
Mulching Program- April - 1000 cu. Yards.	\$40,000.00	\$40,000.00	\$53,764.16	\$46,500.00	\$50,000.00
Mulching Program- October - 700 cu. Yards.	\$28,000.00	\$28,000.00	\$39,698.54	\$32,550.00	\$35,000.00
TOTAL ANNUAL COST	\$225,962.00	\$294,028.00	\$299,092.40	\$310,290.00	\$325,340.00
*Seasonal Color Program unit cost/per event cost					
	Unit Cost/Per Event Cost	Unit Cost/Per Event Cost	Unit Cost/Per Event Cost	Unit Cost/Per Event Cost	Unit Cost/Per Event Cost
	\$1.35/\$4,050.00	\$1.95/\$5,850.00	\$1.80/\$5,400.00	\$2.00/6,000.00	\$2.00/\$6,000.00
OTC Injections Cost Per Year (all labor and materials)	\$16,640.00	\$8,195.00	\$14,600.00	\$22,350.00	\$5,840.00
MAINTENANCE SUPPLEMENTAL PRICING					
Single mow-line trim, hard & soft edge, blow	\$2,500.00	\$2,850.00	\$2,309.00	\$2,500.00	\$8,400.00
Add a second detail during each growing season month	\$2,500.00	\$1,200.00	\$4,253.34	\$5,600.00	\$4,200.00
Tall palm pruning- over 15' each.	\$45.00	\$32.00	\$20.40	\$50.00	\$50.00
Install 4" annual- each.	\$1.35	\$2.05	\$1.26	\$2.50	\$2.00
Install 6" annual- each	\$2.50	\$5.00	\$1.80	\$8.00	n/a
Freeze protection for all annuals- supply & remove cloth. Per freeze event	\$2,000.00	\$2,000.00 1st/ \$1,300.00	\$8.90 per 100 sq. ft.	\$50.00 an hour	\$900.00
All treatment of Fire Ants (cost per year)	\$4,500.00	\$15,000.00	\$95.00 per 100 sq. ft.	\$600.00 per acre	\$10,800.00
Core Aeration per 10,000 sq. ft.	\$200.00	\$300.00	\$70.00	\$300.00	\$25.00
Pine Bark- supply and install per cu. yd.	\$40.00	\$45.00	\$46.80	\$50.00	\$50.00
Pine Straw- supply and install per bale	\$8.00	\$45.00	\$6.00	\$9.00	\$10.00
Supervisory labor per hour	\$30.00	\$65.00	\$50.00	\$80.00	\$50.00
General labor- per employee, per hour	\$25.00	\$34.00	\$35.00	\$40.00	\$35.00
Irrigation technician per hour	\$55.00	\$65.00	\$70.00	\$75.00	\$75.00
New valve- supply and install 1.5"	\$120.00	\$432.00	\$157.63	\$350.00	\$425.00
New valve- supply and install 2"	\$150.00	\$497.00	\$197.55	\$375.00	\$500.00
Valve solenoid- supply and install	\$75.00	\$75.00	\$49.76	\$100.00	\$75.00
Rain sensor- supply and install (wired and wireless)	\$45.00/ \$135.00	\$115.00/ \$215.00	\$75.00/ \$175.00	\$225.00/ \$350.00	\$125.00/ \$175.00
Irrigation timer- supply and install 12 zone exterior	\$400.00	\$496.00	\$450.00	\$1,200.00	\$750.00
Irrigation timer- supply and install 24 zone exterior	\$840.00	\$1,175.00	\$750.00	\$2,400.00	\$1,150.00
Irrigation timer battery- supply and install	\$20.00	\$25.00	\$225.00	\$400.00	\$525.00
Storm Cleanup- per hour	\$300.00	\$75.00	\$50.00	\$50.00	\$40.00
Bahia sod- supply, strip & install (500 sq. ft. min) per sq. ft.	\$0.65	\$90.00	\$0.46	\$1.15	\$0.65
500 gallon water truck- per hour	\$400.00	\$150.00	\$95.00	\$100.00	\$75.00
1G shrub- supply, install, warrantied per contract term (ea.)	\$7.00	\$7.50	\$9.00	\$10.00	\$5.00
3G shrub- supply, install, warrantied per contract term (ea.)	\$16.00	\$15.00	\$17.00	\$20.00	\$13.00
7G shrub- supply, install, warrantied per contract term (ea.)	\$35.00	\$50.00	\$80.00	\$60.00	\$40.00
15G shrub- supply, install, warrantied per contract term (ea.)	\$110.00	\$125.00	\$150.00	\$125.00	\$150.00
35G tree- Florida #1 install, warrantied for contract term (ea.)	\$250.00	\$300.00	\$300.00	\$600.00	\$320.00
45G tree- Florida #1 install, warrantied for contract term (ea.)	\$375.00	Per Quote	\$440.00	\$800.00	\$650.00
CORPORATE INFORMATION					
Insurance/Lic information submitted	No	No	Yes	Yes	Yes
References submitted	Yes	Yes	Yes	Yes	Yes
Arborist on staff	Yes	Yes	Yes	Yes	No
Number of Pasco County field personnel	64	24 (Winter)	16	35	0
Anticipated crew size for regular mowing schedule	14	8	10	10	10 to 15
Anticipated crew size for regular detail schedule	7	3 to 5	2 daily or 8 weekly	5	4 to 5
Number of trucks servicing Pasco County	10	6	6	6	0 at this time

**Preserve at Wilderness Lake Community Development District
Land O' Lakes, Florida**

**REQUEST FOR PROPOSAL 2019/2020
LANDSCAPE MAINTENANCE**

**RFP
LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE
SPECIFICATIONS CONTRACTOR
QUESTIONNAIRE
MAINTENANCE PROPOSAL EVALUATION CRITERIA**

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
Land O' Lakes, FL

REQUEST FOR PROPOSAL-2019/2020 LANDSCAPE MAINTENANCE

LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS

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PSA HORTICULTURAL

Landscape Consulting & Contract Management
"Protecting Your Landscape Investment"

720 Brooker Creek Blvd, Suite 206
Oldsmar, FL 34677

October 2018

REQUEST FOR PROPOSAL (RFP): PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

RE: LANDSCAPE MAINTENANCE

1.1 Introduction:

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT ("the Client") is seeking proposals for Landscape Maintenance. The property is located at 21320 Wilderness Lake Boulevard, in Land O' Lakes, Florida. The maintenance scope consists of grounds maintenance, pest control, irrigation maintenance, mulch installation and arbor care. The maintenance procedures shall be performed on the common grounds within the community.

The objective of this Landscape Maintenance Agreement is to provide the Client with on-going continuous proactive service, which shall ensure the Client's property is kept in an attractive condition at all times. Additional reporting forms shall be provided to the selected Contractor. The Contractor shall provide full-service grounds maintenance services. The charges for these services shall be all inclusive as described in the Landscape Maintenance Agreement. The Landscape Maintenance Agreement between **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**, and the selected Contractor shall be performance-based, in order to assure quality care and contract compliance.

The Contractor shall meet or exceed the expectations set by the **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT** by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practice per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS).

This RFP includes: the landscape contract with specifications, a site map, and a Contractor questionnaire.

1.2 Term of Agreement:

The term of this Agreement shall be **twenty-four (24) months**, commencing on January 1, 2019 and ending on December 31, 2020. It shall not automatically renew. Payment shall be made to the Contractor in twenty four equal monthly payments. Upon expiration of this agreement, the Contractor may work on a monthly

month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

The Client reserves the right to change the scope and commencement date of this agreement.

1.3 Site Inspection:

All bidders shall have the obligation to visit the job site in order to become familiar with the project. A site tour shall be held on October 19, 2018 at 9:00 a.m. **Attendance is mandatory if you plan on submitting a bid on this project.** The meeting point shall be at the Wilderness Lake Lodge Theater, 21320 Wilderness Lake Boulevard Land O' Lakes, Florida. During the inspection, bidders may ask questions regarding the site or the bidding process. A PSA representative shall also be available to answer questions via e-mail only up to October 26, 2018 at 5:00 pm. The questions may not relate to any specific financial or landscaping component that may give that company an unfair bidding advantage. All bidders shall be informed of the question and answer via e-mail by 12:00 pm on October 29, 2018.

Bidders are not permitted to contact any member of the Preserve at Wilderness Lake CDD, Board of Supervisors or the management company. Any questions or concerns shall be addressed to PSA.

Please contact Tom Picciano at tom@psagrounds.com by 5 pm on October 18, 2018 if you intend to submit a bid on this project.

1.4 Scriveners Error:

Any minor scriveners error or typographical error found in these documents shall not affect the context of this agreement. In the event the error requires a substantial correction, the corrected narrative shall be forwarded to all parties and the appropriate adjustments shall be made by all parties.

1.5 Substitutions:

No substitutions may be made to the quantities, materials, or frequencies during the bidding process.

1.6 Contractor Questionnaire:

The Contractor shall submit the completed Contractor questionnaire along with his bid forms.

1.7 Insurance:

Bidders must include proof of commercial liability insurance and commercial vehicle insurance (each with a minimum of \$1million coverage) and Worker's Compensation Insurance with their submitted bid. The successful bidder will be required to name the Client as an additional insured party under the commercial general liability policy.

1.8 Employment Eligibility Compliance:

Bidders must include a statement on their company letterhead, signed by a company principal, stating that they will comply with the United States Employment Eligibility Verification Program commonly referred to as the I-9 program for all employees who will be working for the Contractor and/or its sub-Contractors in the Preserve at Wilderness Lake CDD.

1.9 License:

The Contractor and/or its sub-Contractors shall be a holder(s) of all pertinent licenses needed to operate a lawfully landscape maintenance business in Lee County, Florida. This includes but is not limited to occupational, county, city, state irrigation, and pest control licenses.

1.10 Pricing Instructions:

Bidders shall submit their prices on the appropriate forms. All of the bidder's prices shall cover all charges including, applicable taxes, insurance, overhead and profit. No fuel surcharges shall be accepted as a condition of this Agreement. The Contractor guarantees that their pricing shall not increase during the term of this Agreement. ***Annual costs shall be equally divided into 12 monthly charges. There shall be no price increases for the 2-year term of this contract.**

1.11 Instructions:

Sealed bids shall be delivered by mail, delivery service or by hand to the office of PSA, 720 Brooker Creek Blvd. Suite 206, Oldsmar FL, 34677. The deadline for submission is November 1, 2018 by 3:00 pm. Bids received after the deadline shall be rejected. One (1) original, seven (7) hard copies and one (1) digital PDF copy (USB flash drive preferred included in the sealed package) of the Landscape Maintenance Agreement, with each page initialed, the last page signed, and all pricing blanks filled in, shall be submitted along with One (1) original, seven (7) hard copies and one (1) digital PDF copy of a completed Contractor Questionnaire, Employment Eligibility Verification Statement, appropriate certificates of insurance, and copies of all pertinent business, pest control and irrigation licenses. Submit these copies in a single envelope and shall bear the name of the Contractor on the outside of the sealed package. Mark the lower right-hand corner of your bid envelope **"PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT 2019/2020"**. Do not include any other documents other than the requested material in this envelope.

Staple each set of copies in the upper left-hand corner. Do not bind proposal copies in any way other than stapling. **Do not include any photographs, marketing materials or any other materials other than what is being requested.**

The bidder may include marketing materials for review by the Client. **These materials may not be included in the bid envelope.** They must be submitted in a separate envelope.

The Client is under no obligation to select the lowest bidder. The Client reserves the right to ask for modifications of the proposals. The Client reserves the right to review the proposals for a period of up to sixty (60) days, in order to review the qualifications and references of the bidders. Faxed bids shall not be accepted.

All bids shall be mailed, or hand delivered to:

PSA / Attn: Tom Picciano
720 Brooker Creek Blvd. #206
Oldsmar, FL 34677
tom@psagrounds.com
727-505-1532

1.12 Uniforms:

All of the Contractor's personnel and sub-Contractors shall be fully uniformed while they perform work at the job site. A crew leader must be distinguishable from other crewmembers by the wearing of a different uniform shirt.

1.13 Materials:

It is the responsibility of the Contractor to confirm all measurements and quantities.





1.14 Safety Program:

The Contractor shall maintain an adequate safety program for all employees and other individuals working under this Agreement. Contractor shall provide employees with all the necessary safety equipment and safety clothing needed in order to perform their jobs. Additionally, the Contractor shall utilize standard safety procedures and protocols to protect all persons in the vicinity of work being performed under this Agreement.



THE PRESERVE AT WILDERNESS LAKE
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE EXHIBIT

LEGEND

-  May 1 thru Nov 1 (once a week)
-  Nov 1 thru Mar 1 (once every two weeks)
-  Mar 1 thru Nov 1 (twice a month)
-  Nov 1 thru Mar 1 (once a month)

The above schedule represents the mowing schedule only. During the weeks during the dormant season when no mowing takes place, Contractor is required to perform all other contract requirements, such as site cleanup, landscape detailing, weeding, de-mulching, etc.

Although it may not be clear on this exhibit due to scales, Contractor is required to maintain both the front median and left median (in front of the gates) for all gated community entrances for non-gated communities. Contractor shall maintain both medians (if present).

**LANDSCAPE MAINTENANCE SPECIFICATIONS FOR
PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

This agreement is made and entered into on this 11-1-2018, by and between the Preserve at Wilderness Lake Community Development District "the Client" and ASI - Ameriscape Services Inc. to provide landscape maintenance services to its common grounds, located in Oldsmar, Florida. The Contractor agrees to work under the supervision of PSA Horticultural Inc., referred to herein as PSA.

The term of this agreement shall be for twenty-eight months, commencing on January 1, 2019 and ending on December 31, 2020. This agreement is not self-renewing.

Part I Warranties, Indemnification and Insurance

A. Warranty:

Contractor warrants that all work performed under this agreement shall be free from defects in workmanship and material and shall be performed in accordance with industry standards and these specifications.

B. Indemnification:

The Contractor shall indemnify and hold Client harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the Client; in connection with any liability arising out of injuries sustained by any person in or about the property; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Client by reason of the services provided to the Client, except when due to gross negligence or malfeasance of the Client. The Contractor will carry all necessary liability and Worker's Compensation insurance adequate to equally protect the interests of the Client.

All dispute resolution will be in accordance with the laws of the State of Florida. In the event of any dispute, Client shall have the right to litigate such claims in any state or federal court in Pinellas County, Florida and Contractor consents to the exclusive and mandatory venue in such courts.

C. Insurance:

The Contractor shall provide and maintain "Worker's Compensation Insurance" for all of his employees at this site, during the term of this agreement.

The Contractor shall provide and maintain a comprehensive and General Liability Insurance Policy during the term of this agreement, insuring Contractor, its employees and any sub-contractor and its employees performing services under this agreement and from all damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement.

D. License:

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation, and pest control licenses.

E. Pre-Existing Conditions:

The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement, unless this contract serves as a "renewal" contract from the year before, even though the past contract was not automatically renewed. Upon mutual-agreement, a written list of these pre-existing conditions will be prepared for by the Client for the Contractor to resolve at the Client's expense, unless the Contractor is the same as the prior year's Contractor. The Contractor shall have a grace period to complete all contractual pre-existing conditions, that do not involve additional expense to the Client, by February 15, 2019 and PSA will not impose any penalties on the Contractor before this date. If these conditions are not repaired and/or otherwise resolved satisfactorily to the Client and completed accordingly, then the Contractor will be subject to penalties according to the PSA contract and as stipulated in this contract.

F. Scheduling:

Upon mutual agreement between the Contractor and the Client, a regular maintenance service day will be selected. The client shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected. **Prior to the beginning of each contract year Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control and Irrigation System Maintenance for the upcoming year. This schedule will include anticipated service dates and services to be provided.**

The Contractor shall make every effort to provide the Client with the same crews for each component of the maintenance operations, grounds maintenance, pest control and irrigation. A supervisor shall be on site at all times during any maintenance operation.

Landscape Specifications

The Contractor shall meet and/or exceed the expectations set by the Preserve at Wilderness Lake Community Development District. The community expects its residents to be able to reside and relax in an environment surrounded by healthy green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the "manicured" and the "natural" areas of the community.

The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Reference Material: Best Management Practices for Protection of Water Resources in Florida.

Part II – Lawn Maintenance

Mowing, Edging and Trimming: Contractor will mow all turf areas weekly, beginning on March 1st and ending on October 31st. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing

cut grass into planting beds, ponds and drainage ditches. During the non-growing season, from November 1st through February 28th, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove litter branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract. **The entire property must be mowed, trimmed, edged and blown off in a single day.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

Value of single mow- line trim, hard and soft edge, blow clean \$ 2850.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger during the alternate week, when hard edging is not being performed. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially. Contractor will clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

Where natural wooded areas adjoin the finished turf area, the turf shall be mowed all the way to the woodline and any un-mowed higher grass along the edge of the woodline shall be line trimmed down, leaving a neat transition into the woodline. This will prevent the encroachment of the natural areas into the finished landscape. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially.

The Contractor will be required to use the properly sized mowing equipment. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

B. Turf Insect, Disease and Weed Control: The Contractor will inspect lawn areas each visit for indications of pest and problems and treat accordingly. Preventative and spot treatments shall be performed for chinch bugs and grubs.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F–70°F for 4 or 5 consecutive days.

Any St Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

Turf dying in areas where third parties are amending settings on timers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Only herbicides labeled for higher temperature use shall be used when temperatures excess 85° F. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

As a condition of this agreement the turf area location between the clubhouse basketball court and the clubhouse main entry shall be core aerated once a year.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # 96169 Expiration Date 12-31-2018

D. Turf Fertilization: Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf

APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass												
	--	--	C		--	SRN	--		--	C	--	--
St. Augustine Grass												
	--	C	--	N	SRN	--	Fe	SRN	--	C	--	--

*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be**

based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

Part III – Landscape Plant Maintenance **Trees, Palms, Shrubs, Ground Covers**

A. Fertilization: Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. All shrub, tree and groundcover fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

B. Pest, Disease and Weed Control: Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week. Weeds over three inches tall shall be hand-pulled.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

The Contractor shall not be responsible for the replacement of any tree, shrub or groundcover that suffers damage from an insect or disease for which there are no effective control products, such as ganoderma, lethal yellowing and fusarium wilt, etc. Contractor shall immediately bring to the attention of the Client all infected and/or damaged landscape items caused by insects or disease along with a plan to eradicate or mitigate the condition. Contractor shall be responsible for employing Green Industry Best Management Practices to mitigate the spread of such pests and/or diseases.

Fire ant mounds in the beds shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

A light-colored tracker dye shall be used with all Roundup (and comparable products) applications.

C. Pruning: All pruning of tree and shrubs will follow ANSI recommendations and University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, on a monthly basis. **Shrubs in their flowering cycle shall not be pruned until blooming is complete.** Shrubs, groundcovers and vines shall be trimmed on a schedule so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to it proper proportions. The Contractor will remove all pruning litter.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

Palm pruning will be done two (2) times per year to remove only dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet-tall palms. On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. "Hurricane" pruning is not acceptable. All palm trees shall be pruned with the remaining palm fronds left in the 9 and 3 o'clock position. No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter. See **Exhibit A**.

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15). Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly, "hat racked"

Ornamental grasses shall be cut back three times per year with the exception of all Muhly grass, which shall be cut back once per year in the spring. This will ensure a healthy full plant in the growing season.

All woodline vegetation which encroaches over any mowable turf area(s) or planting bed(s) shall be pruned back to the edge of the turf/bed line at the woodline edge. In addition, all turf at the edge of the woodline shall be line trimmed back to the same line created by the vegetation pruning. The line trimming shall be performed at the same height as the mowing. This pruning shall be performed in accordance with the mowing frequency.

All tall palm pruning shall be pruned as a separate line item which will be paid separately from the monthly invoice. The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.

D. Mulching: All Client designated planting beds will be replenished with pine bark once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

All beds to be mulched are designated on **Exhibit B**.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark. **The mulching service shall be invoiced separately and not included in the monthly service agreement fee.**

The CDD reserves the right to sub-contract mulch- installation.

Part IV- Seasonal Color

A. Annual Flowers: The installation of annuals shall be done four times per year with approximately nine thousand ten (9010) annuals being installed at each rotation. Major renovation of annual beds shall be performed once per year, in January. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be "topped off" as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. All annual shall be hand-watered at the time of installation. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

The annuals shall be installed in: December (prior to Christmas and no later than the first week of December), March, June and September.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and / or perennials)

The seasonal color service shall be invoiced separately and not included in the monthly service agreement fee.

The CDD reserves the right to sub-contract seasonal color installation.

Part V- Irrigation System

A. Within forty-five (45) days of the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for preexisting conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a "time and materials" proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

As a condition of this maintenance agreement, within (60) sixty days after the Contractor commences work, they shall furnish a color-coded irrigation map to the Client. The locations of any new valves, new mainlines and new zones shall be designated on this map. All valve boxes shall be numbered and correspond to a number key on the map. Each timer shall have the zone number, the zone location and the zone run time posted within in. This information shall also be given to the Client and PSA Horticultural within the above-mentioned sixty days. The Contractor shall maintain this irrigation system map at all times and update it as needed when/if any new valves, mainlines, controllers or any

other major components are added, removed, repaired or replaced. Any updates to this information shall be given to the Client and PSA Horticultural within thirty (30) days.

B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, (within the first ten days of each month) and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the timer cover and report to the management company any changes on water timers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as head/emitter cleaning or replacement filter cleaning, lateral line leaks and timer adjustments shall be made at Contractor's expense. The Contractor will not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, mainline breaks, rain sensors or for the tracing of wires. Any four-inch spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

In addition, as a condition of this Agreement, the Contractor shall:

1. Replace any malfunctioning spray head located within the turf with a 6-inch spray head.
2. Straighten any non-vertical head(s).
3. Raise any standpipes that are blocked by high vegetation or when appropriate the vegetation may be trimmed instead.
4. Keep the irrigation heads in the turf free of overgrowth by "runners"
5. Change the batteries in all battery-operated valves twice a year.
6. Change the batteries in all hard-wired controllers once each year or at any time after a power failure.
7. Flush out all drip irrigation zones during each monthly irrigation inspection.
8. Post the zone location and run times inside of each controller. This information shall also be submitted to the Client.
9. Support any standpipe that does not stay in a vertical position when under pressure by attaching a reinforcement bar attached to the standpipe with a zip tie.
10. Ensure that any drip irrigation tubing is buried under mulch and pinned into the soil.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business

days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines will result in the Contractor being penalized during the monthly inspection. During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. Pumping Systems: Contractor shall inspect and maintain all pump components monthly, within the first ten days of each month as part of this agreement. The Client shall be responsible for the costs of the repairs, and preventative maintenance. Contractor shall be responsible for hiring and overseeing any company hired to perform work on the pumping system. Any repairs that are performed due to neglect by the Contractor shall be borne by the Contractor. The Client shall be provided with a written cost estimate on pumping system repairs, before any work commences. All warranties associated with pumping components or repairs shall be assigned to the Client.

F. The Contractors Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

G. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

H. The Contractor shall notify the On-site Manager of any irrigation repairs and obtain approval prior to the commencement of the repair(s). The Contractor shall notify the On-site Manager when the repair(s) are completed.

I. Irrigation and/or landscape emergency contact phone number(s):

(407) 338-9719 Eric Rothell # (813) 363-5804 John Amarosa

Part VI- General Site Maintenance

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Guard house areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. Tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any animal carcasses.

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Any large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA with a Weekly Contractor Report (provided by PSA) via email by 9am on the following Tuesday after each work week. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within five days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Saturday.

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

H. A representative of the Landscape Maintenance contractor shall attend CDD Board of Supervisor meetings when called upon to do so.

Part VIII-MONTHLY SITE INSPECTIONS

On a predetermined day twelve times per year, the Contractor, a Client representative and a representative of PSA, shall perform a thorough on-site inspection of all the landscaped areas and their various components. The Contractor is required to have a company representative at each inspection. PSA shall perform a quantitative inspection of the grounds at this time. The Contractor shall be responsible providing a four-wheeled utility vehicle for each inspection. **The Contractor shall be given at least two business days (48 hours) notice of the inspection.**

The scoring system is based on an aggregate point total: *1=Poor, 2=Good, 3=Excellent*. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month.

The scoring is based on the **proportion** of the property that has deficiencies, **and the magnitude of the deficiency**. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.

1= Poor- This indicates that **2/3- all of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

2= Good- This indicates that **1/3-2/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

3= Excellent- This indicates that **none-1/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

The Contractor must achieve a score of *85% or higher (33 points or above)* in order to receive their full monthly grounds maintenance payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be *reduced by 20%*. In addition, failing to achieve a 2 or 3 score in any scoring component shall result in a penalty of 10 % of the monthly grounds maintenance payment. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards. Contractor must have the deficiencies that were noted, corrected as stipulated on this landscape maintenance agreement within 14 days of recently completed inspection. This **Done Report** shall be signed off by the Contractor **certifying** that the deficiencies have been corrected within the allotted time. It must be received by PSA Horticultural no later than one day after the correction due date. If the certified Done Report is not received on time, the Contractor may be penalized 1 percent of their monthly payment deducted for the month of the late report. Uncorrected deficiencies carried over from a previous month,

without a legitimate written reason, may result in the Contractor being penalized 1 point during the next monthly inspection. Items certified as completed and found to be incomplete shall result in the Contractor being penalized 1 point during the next monthly inspection.

Payment to Contractor will be made within 30 days after certification of Monthly Site Inspection results.

Part IX Payment

Payment by the Client to the Contractor shall be based on twelve equal payments for the Landscape Maintenance Pricing Total Annual Landscape Program component of this agreement. All other charges will be billed separately. **The Client shall not accept any price increases or fuel surcharges during the term of this agreement.**

Landscape Maintenance Pricing

*Annual costs must be equally divisible by 12.

There shall be no price increases for the 2-year term of this contract.

CONTRACTUAL SERVICES	Annual Cost	Monthly Cost Annual Cost/12
Grounds Maintenance	\$218,640.	\$18,220.
Irrigation System Inspections*	\$20,940.	\$1,745.
Hardwood Tree Pruning	INCLUDED	INCLUDED
TOTAL LANDSCAPE PROGRAM	\$239,580.	\$ 19,965.00

*Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.

SUPPLEMENTAL SERVICES	Per Application or Event	Annual Total
Fertilization Program for Turf and Shrub (total of program outlined in the matrix's below)	NA	\$48,475.
Pest Control (all labor and materials) (If entire pesticide allowance is required)*	NA	\$2280.
Tall palm pruning	\$7,594.	\$15,188.
Seasonal Color Program	\$17,570.	\$70,280.
Mulching Program-Apr 1000 cu. yards	\$40,000.	\$40,000.
Topdress-Oct 700 cu. yds	\$28,000.	\$28,000.

Pest Control- *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 allowances used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication of all weeds, pests and diseases after the allowance listed above has been exhausted.

Bahia Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15 + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$5560.
April	21-0-0	0.5 lbs / 1,000 sf	1,500 lbs	\$900.
June	16-0-8	1.0 lbs / 1,000 sf	8,695 lbs	\$5210.
August	FeSO4	2 oz. per 3 gallon / 1,000 sf	800 lbs	\$2325.
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$5560.

St. Augustine Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$5840.
April	21-0-0	0.5 lbs / 1,000 sf	1,052 lbs	\$4380.
May	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$4380.
July	FeSO ₄	2 oz. per 3 gallon / 1,000 sf	560 lbs	\$1625.
August	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$4380.
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$5840.

Ornamentals

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$425.
June	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$425.
October	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$425.

Palms

MONTH	FORMULA	APPLICATION RATE (1.5 LBS. / 100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$150.
June	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$150.
September	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$150.
November	8-2-12	1.5 lbs/ 100 sf	1,100 lbs	\$150.

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

Specialty Plant Materials

MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$150.
June	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$150.
August	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$150.
October	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$150.

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

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

OTC Injections - (all labor and materials)

\$ 8195.00 / Yr (based on quantities below)
 (OTC Injections per specs- do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# of inoculations per quarter <u>per palm</u> (based on side) i.e. (2) inoculations per large Canary Palm per ¼, etc.)	Cost per individual inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix dactylifera 'medjool'	1	1	\$55.	\$220.
Sabal palmetto	145	1	\$55	\$7975.

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

There shall be no price increases for the 2-year term of this contract.

Supplemental Pricing

Add a second detail during each growing season month	\$ 1200.00
Tall palm pruning -over 15' ea.	\$ 32.00
Install 4" annual-each	\$ 2.05
Install 6" annual -each	\$ 5.00
Freeze protection for all annuals-supply and remove cloth. Per freeze event.	\$ 2,000. 1 st / \$1300.
All treatment of Fire Ants (cost per year)	\$ 15,000.00
Core Aeration per 10,000 sq. ft.	\$ 300.00
Pine Bark-supply and install per cu. yd.	\$ 45.00
Pine Straw-supply and install per bale.	\$ 45.00
Supervisory labor per hour	\$ 65.00
General labor- per employee, per hour	\$ 34.00
Irrigation technician per hour	\$ 65.00
New valve-supply and install 1.5"	\$ 432.00
New valve-supply and install 2"	\$ 497.00
Valve solenoid -supply and install	\$ 75.00
Rain sensor-supply and install (wired & wireless)	\$ 115.00 \$ 215.00
Irrigation timer- supply and install 12 zone exterior	\$ 496.00
Irrigation timer- supply and install 24 zone exterior	\$ 1,175.00
Irrigation timer battery - supply and install	\$ 25.00
Storm Cleanup- per hour	\$ 75.00
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$ 90.00 18d ?
500 gallon water truck- per hour	\$ 150.00
1G shrub-supply, install, warrantied for contract term (ea.)	\$ 7.50
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 15.00
7G shrub-supply, install, warrantied for contract term (ea.)	\$ 50.00
15G shrub-supply, install, warrantied for contract term (ea.)	\$ 125.00
35G tree -Florida #1 install, warrantied for contract term (ea.)	\$ 300.00
45G tree-Florida #1 (install, warrantied for contract term (ea.)	\$ Per Quote

Company Name ASI - Ameriscape Services

Part X-Termination

The Client and/or the Contractor may terminate the Landscape Maintenance Agreement with sixty (60) days written notice, with or without cause, and must be received by either party via Certified Mail. The sixty (60) day notice shall commence on the day said written notice is received by either party.

In the event that the Contractor is purchased, merged or acquired in any way by another Company, the new Contractor must abide by this agreement. In the event that the Contractor is purchased, merged or acquired in any way by another Company, the Client may terminate the Landscape Maintenance Agreement with thirty days written notice at any time. The notice must be sent via Certified Mail. The thirty (30) day notice shall commence on the day said written notice is received by the Company.

Part XI-Agreement

The Contractor agrees to abide by all the terms of this agreement. The term of this contract shall begin on January 1, 2019 and expire on December 31, 2020, or upon termination pursuant to Part X herein above, whichever comes first. This agreement shall not automatically renew. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

This is not a valid agreement until signed by authorized personnel of Preserve at Wilderness Lake Community Development District. Initial all pages, including this one and also sign this page.

CONTRACTOR

Authorized Signature 

Name Michael Moseley

Title Sales Manager

Date 10-31-18

Phone (813) 299-5339

E-mail mmoseley@ameriscapeusa.com

PRESERVE AT WILDERNESS LAKE CDD

Authorized Signature _____

Name _____

Title _____

Date _____

Phone _____

E-Mail _____

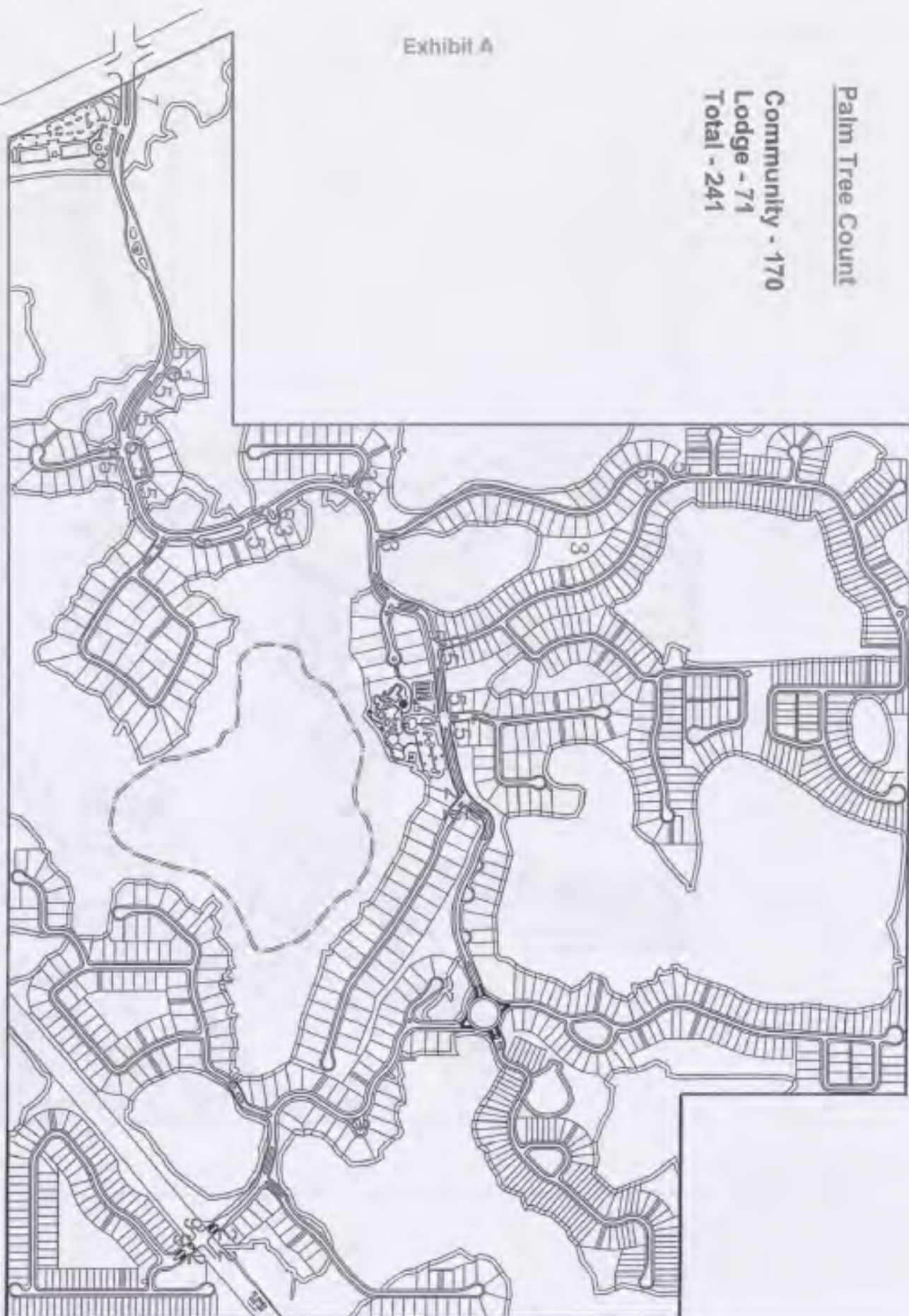
Palm Tree Count

Community - 170

Lodge - 71

Total - 241

Exhibit A



WPA

5 Section Schedule

1. Lodge, Kickflter, 2 Medians in front of the Lodge

2. Draycott, Round-about, Deerfield Berm, Small Hedge, Cul-de-sac

3. Cormorant Cove, Derwent Glen, Dekhurst, Woodsmeere, Sparrow Wood

4. Front Entrance to Water's Edge - (Outbound lane), Including Wood Line

5. Americus - Citrus Blossom, CB/WW Park, Stoneleigh Park, Volleyball Park

Bed Map Notes

Trim Saw Palmettos - 10-monthly
Trim Noddy Grass - Early summer - Other grasses every other month
Trim back Palm Trees - Mid-Oct. & early summer
Hedges & Weeds - 10-monthly
Lift law limbs in winter - As needed in the summer
Coach road fences - Keep gates & boxes bush & healthy - As needed
Clean beds - remove leaves, keep mulch defined, remove moss - Monthly
Pencil up Crisp Myrtles - As needed
Keep overhanging limbs on wood line cut back. Line trim wood line - Monthly



- Hedges
- Palmettos
- Grasses



PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR QUESTIONNAIRE

***This questionnaire must be submitted in full with the Contractor's proposal.**

Company Name: Ameriscape Services
Contact Person: Michael Moseley
Address: 9702 Harney Road Thonotosassa FL 33592
Phone: (813) 299-5339
Fax: (813) 948-7487
Email: mmoseley@ameriscapeusa.com

Your company is a: Corporation X Partnership _____ Sole Proprietor LLC

What state is your company registered in as a business? Florida

Years in Business 20

2017 Pasco County Area Landscape Maintenance Revenue \$ 1,800,000.00

2017 Pasco County Area Landscape Maintenance Revenue 15 % Landscape Installation, Ancillary Services 20 %

2018 Pasco County Area Landscape Maintenance Revenue(est) \$ 2,300,000.00

2018 Pasco County Area Landscape Maintenance Revenue 18 % Landscape Installation, Ancillary Services 24 %

REFERENCES (Tampa Bay Area similar projects)

Client Name and Address Esplande @ Starkey Ranch & Tampa
Contract Amount \$ 600,00.00
Contact Person Scott Herman
Contact Phone (941) 866-6044
Contact Email sherman@popegolf.com

Client Name and Address South Fork CDD
Contract Amount \$ 200,000.00
Contact Person Gene Roberts
Contact Phone (813) 404-7096
Contact Email gene.roberts@merituscorp.com

Client Name and Address Renaissance Center CBRE
Contract Amount \$ 120,000.00
Contact Person Sam Rosario
Contact Phone (813) 541-5852
Contact Email Samuel.rosario@cbre.com

If awarded this contract what percentage of your Pasco County Area total maintenance sales would it represent? 15 %

Does your company have the personnel and equipment to perform all the services listed in the specifications "in-house"? YES

Total number of Pasco County Area field personnel 24 (Winter)

What is the anticipated crew size for your regular mowing schedule? 8

What is the anticipated crew size for your regular detail schedule? 3 x 5

Total number of trucks servicing the Pasco County Area 6

Does your company have a Certified Arborist on staff? YES

Does your company own all or most of the equipment to prune tall palm and hardwood trees? YES

If yes to question above, list equipment:

2 Grapel Trucks, 3 lifts, 3 chippers, multiple hand tools

How many properties do an average account manager oversee? Qty 10 Total dollar value
\$ 250,000.00

What are the functions of an account manager at your company?

To oversee crews while on site while being the eyes and ears for our clients. Major role is quality control and communication.

What is typical turnaround time for ancillary work such as shrub and sod installation, once approved? 1 week

Does your company employ formal training and certification procedures for employees? YES

If yes, briefly describe We have a dedicated safety and training manager that holds our team to a strict standard.

How far is the office from where you would dispatch crews to Preserve at Wilderness Lake? 15 miles

What is the value of the average full-service maintenance contract for your company? \$ 70,000.00

What percentage of your full-service maintenance accounts are Community Development Districts? 20 %

What is the name and value of your two largest full-service maintenance accounts? Length of service?

Name	Value	Length of service
1. <u>Esplanade @ Starkey Ranch & Tampa</u>	<u>\$600,000.00</u>	<u>3 Years</u>
2. <u>Liberty Properties</u>	<u>\$300,000.00</u>	<u>5 Years</u>

Does your company employ any sub-contractors to perform work on your full-service landscape maintenance contracts? YES

If yes, what kind of work do the sub-contractors perform for your company? Wells & Mulch

Has your company ever been cited by OSHA or any other entity for workplace safety related issues within the past three years? NO

If yes, please explain the issue and how it was resolved. _____

Has your company filed a lawsuit against a Client or has a Client ever filed a lawsuit against your company within the past three years? NO

If yes, please fully explain the issue and how it was resolved. _____

Are you willing to supply financial documents for your company, if requested? YES

Bank Reference YES

Vendor Financial Reference YES

I certify that all the information listed is true and accurate. Providing false information shall lead to disqualification from the bidding process.

Signature 

Print Name Michael Moseley

Company Name Ameriscape Services Date 11-1-18

**Preserve at Wilderness Lake Community Development District
Land O' Lakes, Florida**

**REQUEST FOR PROPOSAL 2019/2020
LANDSCAPE MAINTENANCE**

**RFP
LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS
CONTRACTOR QUESTIONNAIRE
MAINTENANCE PROPOSAL EVALUATION CRITERIA**

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
Land O' Lakes, FL

REQUEST FOR PROPOSAL-2019/2020 LANDSCAPE MAINTENANCE

LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS

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Page 33	Maintenance Proposal Evaluation Criteria

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PSA HORTICULTURAL

Landscape Consulting & Contract Management

"Protecting Your Landscape Investment"

720 Brooker Creek Blvd, Suite 206
Oldsmar, FL 34677

October 2018

REQUEST FOR PROPOSAL (RFP): **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

RE: **LANDSCAPE MAINTENANCE**

1.1 Introduction:

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT ("the Client") is seeking proposals for Landscape Maintenance. The property is located at 21320 Wilderness Lake Boulevard, in Land O' Lakes, Florida. The maintenance scope consists of grounds maintenance, pest control, irrigation maintenance, mulch installation and arbor care. The maintenance procedures shall be performed on the common grounds within the community.

The objective of this Landscape Maintenance Agreement is to provide the Client with on-going continuous proactive service, which shall ensure the Client's property is kept in an attractive condition at all times. Additional reporting forms shall be provided to the selected Contractor. The Contractor shall provide full-service grounds maintenance services. The charges for these services shall be all inclusive as described in the Landscape Maintenance Agreement. The Landscape Maintenance Agreement between **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**, and the selected Contractor shall be performance-based, in order to assure quality care and contract compliance.

The Contractor shall meet or exceed the expectations set by the **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT** by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practice per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS).

This RFP includes: the landscape contract with specifications, a site map, and a Contractor questionnaire.

1.2 Term of Agreement:

The term of this Agreement shall be **twenty-four (24) months**, commencing on January 1, 2019 and ending on December 31, 2020. It shall not automatically renew. Payment shall be made to the Contractor in twenty four equal monthly payments. Upon expiration of this agreement, the Contractor may work on a monthly

month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

The Client reserves the right to change the scope and commencement date of this agreement.

1.3 Site Inspection:

All bidders shall have the obligation to visit the job site in order to become familiar with the project. A site tour shall be held on October 19, 2018 at 9:00 a.m. **Attendance is mandatory if you plan on submitting a bid on this project.** The meeting point shall be at the Wilderness Lake Lodge Theater, 21320 Wilderness Lake Boulevard Land O' Lakes, Florida. During the inspection, bidders may ask questions regarding the site or the bidding process. A PSA representative shall also be available to answer questions via e-mail only up to October 26, 2018 at 5:00 pm. The questions may not relate to any specific financial or landscaping component that may give that company an unfair bidding advantage. All bidders shall be informed of the question and answer via e-mail by 12:00 pm on October 29, 2018.

Bidders are not permitted to contact any member of the Preserve at Wilderness Lake CDD, Board of Supervisors or the management company. Any questions or concerns shall be addressed to PSA.

Please contact Tom Picciano at tom@psagrounds.com by 5 pm on October 18, 2018 if you intend to submit a bid on this project.

1.4 Scriveners Error:

Any minor scriveners error or typographical error found in these documents shall not affect the context of this agreement. In the event the error requires a substantial correction, the corrected narrative shall be forwarded to all parties and the appropriate adjustments shall be made by all parties.

1.5 Substitutions:

No substitutions may be made to the quantities, materials, or frequencies during the bidding process.

1.6 Contractor Questionnaire:

The Contractor shall submit the completed Contractor questionnaire along with his bid forms.

1.7 Insurance:

Bidders must include proof of commercial liability insurance and commercial vehicle insurance (each with a minimum of \$1million coverage) and Worker's Compensation Insurance with their submitted bid. The successful bidder will be required to name the Client as an additional insured party under the commercial general liability policy.

1.8 Employment Eligibility Compliance:

Bidders must include a statement on their company letterhead, signed by a company principal, stating that they will comply with the United States Employment Eligibility Verification Program commonly referred to as the I-9 program for all employees who will be working for the Contractor and/or its sub-Contractors in the Preserve at Wilderness Lake CDD.



1.9 License:

The Contractor and/or its sub-Contractors shall be a holder(s) of all pertinent licenses needed to operate a lawfully landscape maintenance business in Lee County, Florida. This includes but is not limited to occupational, county, city, state irrigation, and pest control licenses.

1.10 Pricing Instructions:

Bidders shall submit their prices on the appropriate forms. All of the bidder's prices shall cover all charges including, applicable taxes, insurance, overhead and profit. No fuel surcharges shall be accepted as a condition of this Agreement. The Contractor guarantees that their pricing shall not increase during the term of this Agreement. ***Annual costs shall be equally divided into 12 monthly charges. There shall be no price increases for the 2-year term of this contract.**

1.11 Instructions:

Sealed bids shall be delivered by mail, delivery service or by hand to the office of PSA, 720 Brooker Creek Blvd. Suite 206, Oldsmar FL, 34677. The deadline for submission is November 1, 2018 by 3:00 pm. Bids received after the deadline shall be rejected. One (1) original, seven (7) hard copies and one (1) digital PDF copy (USB flash drive preferred included in the sealed package) of the Landscape Maintenance Agreement, with each page initialed, the last page signed, and all pricing blanks filled in, shall be submitted along with One (1) original, seven (7) hard copies and one (1) digital PDF copy of a completed Contractor Questionnaire, Employment Eligibility Verification Statement, appropriate certificates of insurance, and copies of all pertinent business, pest control and irrigation licenses. Submit these copies in a single envelope and shall bear the name of the Contractor on the outside of the sealed package. Mark the lower right-hand corner of your bid envelope **"PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT 2019/2020"**. Do not include any other documents other than the requested material in this envelope.

Staple each set of copies in the upper left-hand corner. Do not bind proposal copies in any way other than stapling. **Do not include any photographs, marketing materials or any other materials other than what is being requested.**

The bidder may include marketing materials for review by the Client. **These materials may not be included in the bid envelope.** They must be submitted in a separate envelope.

The Client is under no obligation to select the lowest bidder. The Client reserves the right to ask for modifications of the proposals. The Client reserves the right to review the proposals for a period of up to sixty (60) days, in order to review the qualifications and references of the bidders. Faxed bids shall not be accepted.

All bids shall be mailed, or hand delivered to:

PSA / Attn: Tom Picciano
720 Brooker Creek Blvd. #206
Oldsmar, FL 34677
tom@psagrounds.com
727-505-1532

1.12 Uniforms:

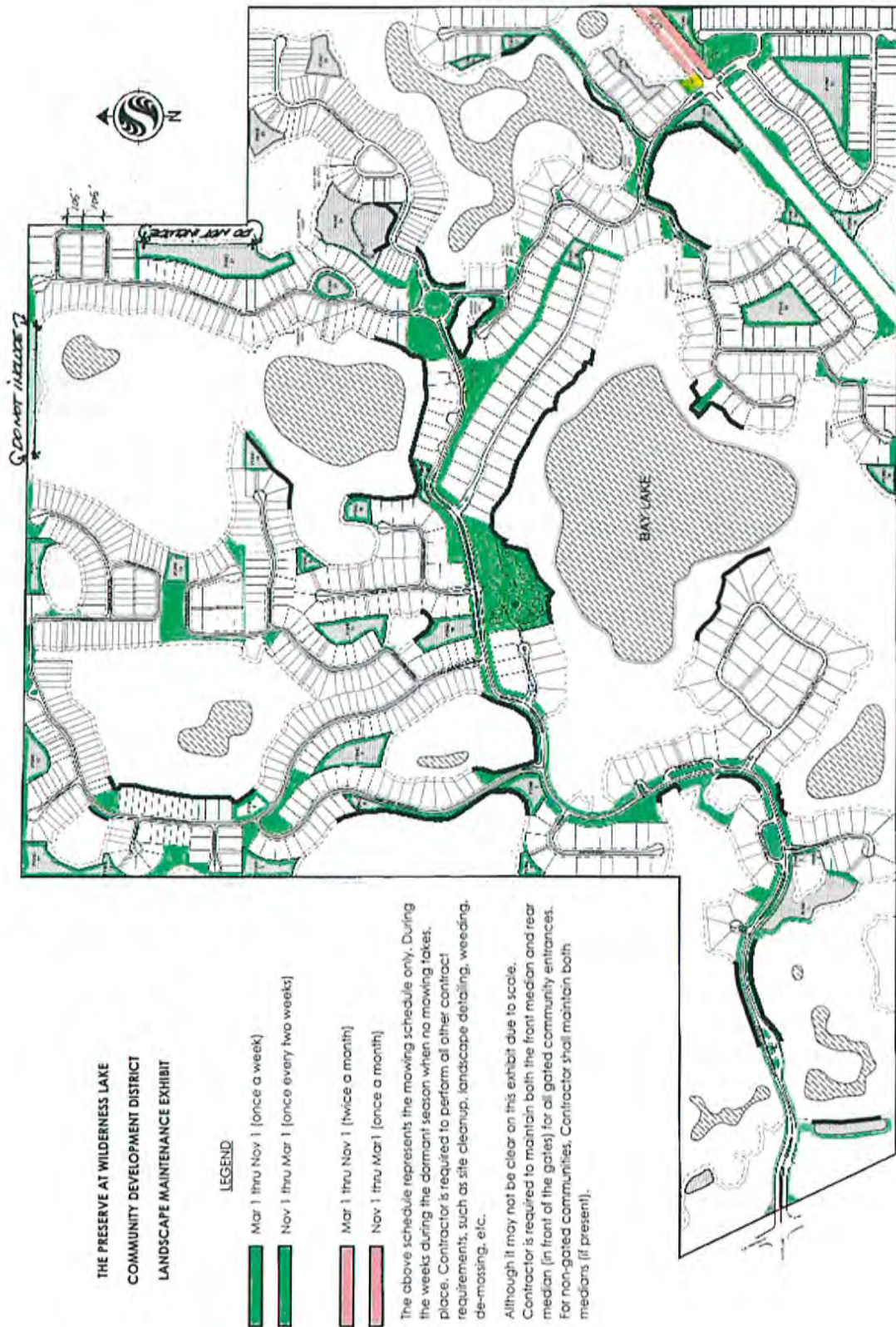
All of the Contractor's personnel and sub-Contractors shall be fully uniformed while they perform work at the job site. A crew leader must be distinguishable from other crewmembers by the wearing of a different uniform shirt.

1.13 Materials:

It is the responsibility of the Contractor to confirm all measurements and quantities.

1.14 Safety Program:

The Contractor shall maintain an adequate safety program for all employees and other individuals working under this Agreement. Contractor shall provide employees with all the necessary safety equipment and safety clothing needed in order to perform their jobs. Additionally, the Contractor shall utilize standard safety procedures and protocols to protect all persons in the vicinity of work being performed under this Agreement.



**LANDSCAPE MAINTENANCE SPECIFICATIONS FOR
PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

This agreement is made and entered into on this _____ 2018, by and between the Preserve at Wilderness Lake Community Development District "the Client" and _____ to provide landscape maintenance services to its common grounds, located in Oldsmar, Florida. The Contractor agrees to work under the supervision of PSA Horticultural Inc., referred to herein as PSA.

The term of this agreement shall be for twenty-eight months, commencing on January 1, 2019 and ending on December 21, 2020. This agreement is not self-renewing.

Part I Warranties, Indemnification and Insurance

A. Warranty:

Contractor warrants that all work performed under this agreement shall be free from defects in workmanship and material and shall be performed in accordance with industry standards and these specifications.

B. Indemnification:

The Contractor shall indemnify and hold Client harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the Client; in connection with any liability arising out of injuries sustained by any person in or about the property; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Client by reason of the services provided to the Client, except when due to gross negligence or malfeasance of the Client. The Contractor will carry all necessary liability and Worker's Compensation insurance adequate to equally protect the interests of the Client.

All dispute resolution will be in accordance with the laws of the State of Florida. In the event of any dispute, Client shall have the right to litigate such claims in any state or federal court in Pinellas County, Florida and Contractor consents to the exclusive and mandatory venue in such courts.

C. Insurance:

The Contractor shall provide and maintain "Worker's Compensation Insurance" for all of his employees at this site, during the term of this agreement.

The Contractor shall provide and maintain a comprehensive and General Liability Insurance Policy during the term of this agreement, insuring Contractor, its employees and any sub-contractor and its employees performing services under this agreement and from all damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement.

D. License:

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation, and pest control licenses.

E. Pre-Existing Conditions:

The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement, unless this contract serves as a "renewal" contract from the year before, even though the past contract was not automatically renewed. Upon mutual-agreement, a written list of these pre-existing conditions will be prepared for by the Client for the Contractor to resolve at the Client's expense, unless the Contractor is the same as the prior year's Contractor. The Contractor shall have a grace period to complete all contractual pre-existing conditions, that do not involve additional expense to the Client, by February 15, 2019 and PSA will not impose any penalties on the Contractor before this date. If these conditions are not repaired and/or otherwise resolved satisfactorily to the Client and completed accordingly, then the Contractor will be subject to penalties according to the PSA contract and as stipulated in this contract.

F. Scheduling:

Upon mutual agreement between the Contractor and the Client, a regular maintenance service day will be selected. The client shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected. **Prior to the beginning of each contract year Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control and Irrigation System Maintenance for the upcoming year. This schedule will include anticipated service dates and services to be provided.**

The Contractor shall make every effort to provide the Client with the same crews for each component of the maintenance operations, grounds maintenance, pest control and irrigation. A supervisor shall be on site at all times during any maintenance operation.

Landscape Specifications

The Contractor shall meet and/or exceed the expectations set by the Preserve at Wilderness Lake Community Development District. The community expects its residents to be able to reside and relax in an environment surrounded by heathy green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the "manicured" and the "natural" areas of the community.

The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Reference Material: Best Management Practices for Protection of Water Resources in Florida.

Part II – Lawn Maintenance

Mowing, Edging and Trimming: Contractor will mow all turf areas weekly, beginning on March 1st and ending on October 31st. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing



cut grass into planting beds, ponds and drainage ditches. During the non-growing season, from November 1st through February 28th, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove litter branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract. **The entire property must be mowed, trimmed, edged and blown off in a single day.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

Value of single mow- line trim, hard and soft edge, blow clean \$ 2,500.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger during the alternate week, when hard edging is not being performed. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially. Contractor will clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

Where natural wooded areas adjoin the finished turf area, the turf shall be mowed all the way to the woodline and any un-mowed higher grass along the edge of the woodline shall be line trimmed down, leaving a neat transition into the woodline. This will prevent the encroachment of the natural areas into the finished landscape. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially.

The Contractor will be required to use the properly sized mowing equipment. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

B. Turf Insect, Disease and Weed Control: The Contractor will inspect lawn areas each visit for indications of pest and problems and treat accordingly. Preventative and spot treatments shall be performed for chinch bugs and grubs.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F–70°F for 4 or 5 consecutive days.

Any St Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

Turf dying in areas where third parties are amending settings on timers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Only herbicides labeled for higher temperature use shall be used when temperatures excess 85° F. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

As a condition of this agreement the turf area location between the clubhouse basketball court and the clubhouse main entry shall be core aerated once a year.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # JB 179276 **Expiration Date** 8-31-2019

D. Turf Fertilization: Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf

APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass	--	--	C		--	SRN	--		--	C	--	--
St. Augustine Grass	--	C	--	N	SRN	--	Fe	SRN	--	C	--	--

*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be**

based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

Part III – Landscape Plant Maintenance **Trees, Palms, Shrubs, Ground Covers**

A. Fertilization: Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. All shrub, tree and groundcover fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

B. Pest, Disease and Weed Control: Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week. Weeds over three inches tall shall be hand-pulled.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

The Contractor shall not be responsible for the replacement of any tree, shrub or groundcover that suffers damage from an insect or disease for which there are no effective control products, such as ganoderma, lethal yellowing and fusarium wilt, etc. Contractor shall immediately bring to the attention of the Client all infected and/or damaged landscape items caused by insects or disease along with a plan to eradicate or mitigate the condition. Contractor shall be responsible for employing Green Industry Best Management Practices to mitigate the spread of such pests and/or diseases.

Fire ant mounds in the beds shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

A light-colored tracker dye shall be used with all Roundup (and comparable products) applications.

C. Pruning: All pruning of tree and shrubs will follow ANSI recommendations and University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, on a monthly basis. **Shrubs in their flowering cycle shall not be pruned until blooming is complete.** Shrubs, groundcovers and vines shall be trimmed on a schedule so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to it proper proportions. The Contractor will remove all pruning litter.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

Palm pruning will be done two (2) times per year to remove only dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet-tall palms. On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. "Hurricane" pruning is not acceptable. All palm trees shall be pruned with the remaining palm fronds left in the 9 and 3 o'clock position. No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter. **See Exhibit A.**

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15). Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly, "hat racked"

Ornamental grasses shall be cut back three times per year with the exception of all Muhly grass, which shall be cut back once per year in the spring. This will ensure a healthy full plant in the growing season.

All woodline vegetation which encroaches over any mowable turf area(s) or planting bed(s) shall be pruned back to the edge of the turf/bed line at the woodline edge. In addition, all turf at the edge of the woodline shall be line trimmed back to the same line created by the vegetation pruning. The line trimming shall be performed at the same height as the mowing. This pruning shall be performed in accordance with the mowing frequency.

All tall palm pruning shall be pruned as a separate line item which will be paid separately from the monthly invoice. The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.

D. Mulching: All Client designated planting beds will be replenished with pine bark once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

All beds to be mulched are designated on **Exhibit B.**

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark. **The mulching service shall be invoiced separately and not included in the monthly service agreement fee.**

The CDD reserves the right to sub-contract mulch- installation.

Part IV- Seasonal Color

A. Annual Flowers: The installation of annuals shall be done four times per year with approximately nine thousand ten (9010) annuals being installed at each rotation. Major renovation of annual beds shall be performed once per year, in January. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be "topped off" as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. All annual shall be hand-watered at the time of installation. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

The annuals shall be installed in: December (prior to Christmas and no later than the first week of December), March, June and September.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and / or perennials)

The seasonal color service shall be invoiced separately and not included in the monthly service agreement fee.

The CDD reserves the right to sub-contract seasonal color installation.

Part V- Irrigation System

A. Within forty-five (45) days of the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for preexisting conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a "time and materials" proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

As a condition of this maintenance agreement, within (60) sixty days after the Contractor commences work, they shall furnish a color-coded irrigation map to the Client. The locations of any new valves, new mainlines and new zones shall be designated on this map. All valve boxes shall be numbered and correspond to a number key on the map. Each timer shall have the zone number, the zone location and the zone run time posted within in. This information shall also be given to the Client and PSA Horticultural within the above-mentioned sixty days. The Contractor shall maintain this irrigation system map at all times and update it as needed when/if any new valves, mainlines, controllers or any



other major components are added, removed, repaired or replaced. Any updates to this information shall be given to the Client and PSA Horticultural within thirty (30) days.

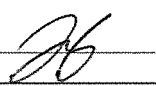
B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, (within the first ten days of each month) and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the timer cover and report to the management company any changes on water timers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as head/emitter cleaning or replacement filter cleaning, lateral line leaks and timer adjustments shall be made at Contractor's expense. The Contractor will not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, mainline breaks, rain sensors or for the tracing of wires. Any four-inch spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

In addition, as a condition of this Agreement, the Contractor shall:

1. Replace any malfunctioning spray head located within the turf with a 6-inch spray head.
2. Straighten any non-vertical head(s).
3. Raise any standpipes that are blocked by high vegetation or when appropriate the vegetation may be trimmed instead.
4. Keep the irrigation heads in the turf free of overgrowth by "runners"
5. Change the batteries in all battery-operated valves twice a year.
6. Change the batteries in all hard-wired controllers once each year or at any time after a power failure.
7. Flush out all drip irrigation zones during each monthly irrigation inspection.
8. Post the zone location and run times inside of each controller. This information shall also be submitted to the Client.
9. Support any standpipe that does not stay in a vertical position when under pressure by attaching a reinforcement bar attached to the standpipe with a zip tie.
10. Ensure that any drip irrigation tubing is buried under mulch and pinned into the soil.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business



days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines will result in the Contractor being penalized during the monthly inspection. During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. Pumping Systems: Contractor shall inspect and maintain all pump components monthly, within the first ten days of each month as part of this agreement. The Client shall be responsible for the costs of the repairs, and preventative maintenance. Contractor shall be responsible for hiring and overseeing any company hired to perform work on the pumping system. Any repairs that are performed due to neglect by the Contractor shall be borne by the Contractor. The Client shall be provided with a written cost estimate on pumping system repairs, before any work commences. All warranties associated with pumping components or repairs shall be assigned to the Client. 2,800.44
\$2,800.44

F. The Contractors Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

G. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

H. The Contractor shall notify the On-site Manager of any irrigation repairs and obtain approval prior to the commencement of the repair(s). The Contractor shall notify the On-site Manager when the repair(s) are completed.

I. Irrigation and/or landscape emergency contact phone number(s):

Chris Smith # (813) 325-9649

Part VI- General Site Maintenance

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Guard house areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. Tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any animal carcasses.

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Any large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA with a Weekly Contractor Report (provided by PSA) via email by 9am on the following Tuesday after each work week. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within five days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Saturday.

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

H. A representative of the Landscape Maintenance contractor shall attend CDD Board of Supervisor meetings when called upon to do so.

Part VIII-MONTHLY SITE INSPECTIONS

On a predetermined day twelve times per year, the Contractor, a Client representative and a representative of PSA, shall perform a thorough on-site inspection of all the landscaped areas and their various components. The Contractor is required to have a company representative at each inspection. PSA shall perform a quantitative inspection of the grounds at this time. The Contractor shall be responsible providing a four-wheeled utility vehicle for each inspection. **The Contractor shall be given at least two business days (48 hours) notice of the inspection.**

The scoring system is based on an aggregate point total: *1=Poor, 2= Good, 3=Excellent*. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month.

The scoring is based on the **proportion** of the property that has deficiencies, **and the magnitude of the deficiency**. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.

1= Poor- This indicates that **2/3- all of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

2= Good- This indicates that **1/3-2/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

3= Excellent- This indicates that **none-1/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

The Contractor must achieve a score of *85% or higher (33 points or above)* in order to receive their full monthly grounds maintenance payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be *reduced by 20%*. In addition, failing to achieve a 2 or 3 score in any scoring component shall result in a penalty of 10 % of the monthly grounds maintenance payment. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards. Contractor must have the deficiencies that were noted, corrected as stipulated on this landscape maintenance agreement within 14 days of recently completed inspection. This **Done Report** shall be signed off by the Contractor **certifying** that the deficiencies have been corrected within the allotted time. It must be received by PSA Horticultural no later than one day after the correction due date. If the certified Done Report is not received on time, the Contractor may be penalized 1 percent of their monthly payment deducted for the month of the late report. Uncorrected deficiencies carried over from a previous month,



without a legitimate written reason, may result in the Contractor being penalized 1 point during the next monthly inspection. Items certified as completed and found to be incomplete shall result in the Contractor being penalized 1 point during the next monthly inspection.

Payment to Contractor will be made within 30 days after certification of Monthly Site Inspection results.

Part IX Payment

Payment by the Client to the Contractor shall be based on twelve equal payments for the Landscape Maintenance Pricing Total Annual Landscape Program component of this agreement. All other charges will be billed separately. **The Client shall not accept any price increases or fuel surcharges during the term of this agreement.**

\$24,200

\$,000

Landscape Maintenance Pricing

*Annual costs must be equally divisible by 12.

There shall be no price increases for the 2-year term of this contract.

CONTRACTUAL SERVICES	Annual Cost	Monthly Cost Annual Cost/12
Grounds Maintenance	\$192,000	\$16,000
Irrigation System Inspections*	\$12,000	\$1,000
Hardwood Tree Pruning	\$6,000	\$500
TOTAL LANDSCAPE PROGRAM	\$210,000	\$17,500

*Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.

SUPPLEMENTAL SERVICES	Per Application or Event	Annual Total
Fertilization Program for Turf and Shrub (total of program outlined in the matrix's below)	Reference Matrix	\$91,200
Pest Control (all labor and materials) (If entire pesticide allowance is required)*	Based upon Sq. ft. treated	\$12,000
Tall palm pruning	\$15,000	\$15,000
Seasonal Color Program	\$18,020	\$72,080
Mulching Program-Apr 1000 cu. yards	\$46,500	\$46,500
Topdress-Oct 700 cu. yds	\$32,550	\$32,550

Pest Control- *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 allowances used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication of all weeds, pests and diseases after the allowance listed above has been exhausted.

Bahia Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15 + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$9,000
April	21-0-0	0.5 lbs / 1,000 sf	1,500 lbs	\$4,000
June	16-0-8	1.0 lbs / 1,000 sf	8,695 lbs	\$9,000
August	FeSO4	2 oz. per 3 gallon / 1,000 sf	800 lbs	\$2,400
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$9,000

St. Augustine Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$7,500
April	21-0-0	0.5 lbs / 1,000 sf	1,052 lbs	\$3,500
May	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$7,500
July	FeSO4	2 oz. per 3 gallon / 1,000 sf	560 lbs	\$500.00
August	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$7,500
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$7,500

Ornamentals

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$3,000
June	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$3,000
October	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$3,000

Palms

MONTH	FORMULA	APPLICATION RATE (1.5 LBS. / 100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$1,100
June	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$1,100
September	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$1,100
November	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$1,100

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

Specialty Plant Materials

MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$2,600
June	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$2,600
August	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$2,600
October	14-14-14	15 lbs/ 1000 sf	1,100 lbs	\$2,600

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

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

OTC Injections - (all labor and materials)

\$ 22,350.00 / Yr (based on quantities below)
(OTC Injections per specs- do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# of inoculations per quarter <u>per palm</u> (based on side) i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per individual inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix dactylifera 'medjool'	1	1	\$150.00	\$600.00
Sabal palmetto	145	1	\$150.00	\$21,750

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

There shall be no price increases for the 2-year term of this contract.

Supplemental Pricing

Add a second detail during each growing season month	\$ 5,600
Tall palm pruning -over 15' ea.	\$50.00
Install 4" annual-each	\$ 2.50
Install 6" annual -each	\$ 8.00
Freeze protection for all annuals-supply and remove cloth. Per freeze event.	\$ 50.00/hr
All treatment of Fire Ants (cost per year)	\$ 600.00 per acre
Core Aeration per 10,000 sq. ft.	\$ 300.00
Pine Bark-supply and install per cu. yd.	\$50.00
Pine Straw-supply and install per bale.	\$ 9.00
Supervisory labor per hour	\$80.00
General labor- per employee, per hour	\$40.00
Irrigation technician per hour	\$75.00
New valve-supply and install 1.5"	\$ 350.00
New valve-supply and install 2"	\$375.00
Valve solenoid -supply and install	\$100.00
Rain sensor-supply and install (wired & wireless)	\$225.00 \$ 350.00
Irrigation timer- supply and install 12 zone exterior	\$ 1,200.00
Irrigation timer- supply and install 24 zone exterior	\$ 2,400.00
Irrigation timer battery - supply and install	\$ 400.00
Storm Cleanup- per hour	\$50.00
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$ 1.15
500 gallon water truck- per hour	\$ 100.00
1G shrub-supply, install, warrantied for contract term (ea.)	\$10.00
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 20.00
7G shrub-supply, install, warrantied for contract term (ea.)	\$60.00
15G shrub-supply, install, warrantied for contract term (ea.)	\$125.00
35G tree -Florida #1 install, warrantied for contract term (ea.)	\$ 600.00
45G tree-Florida #1 (install, warrantied for contract term (ea.)	\$ 800.00

Company Name Capital Land Management Corporation

Part X-Termination

The Client and/or the Contractor may terminate the Landscape Maintenance Agreement with sixty (60) days written notice, with or without cause, and must be received by either party via Certified Mail. The sixty (60) day notice shall commence on the day said written notice is received by either party.

In the event that the Contractor is purchased, merged or acquired in any way by another Company, the new Contractor must abide by this agreement. In the event that the Contractor is purchased, merged or acquired in any way by another Company, the Client may terminate the Landscape Maintenance Agreement with thirty days written notice at any time. The notice must be sent via Certified Mail. The thirty (30) day notice shall commence on the day said written notice is received by the Company.

Part XI-Agreement

The Contractor agrees to abide by all the terms of this agreement. The term of this contract shall begin on January 1, 2019 and expire on December 31, 2020, or upon termination pursuant to Part X herein above, whichever comes first. This agreement shall not automatically renew. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

This is not a valid agreement until signed by authorized personnel of Preserve at Wilderness Lake Community Development District. Initial all pages, including this one and also sign this page.

CONTRACTOR

Authorized Signature_____

Name_____

Title_____

Date_____

Phone_____

E-mail_____

PRESERVE AT WILDERNESS LAKE CDD

Authorized Signature_____

Name_____

Title_____

Date_____

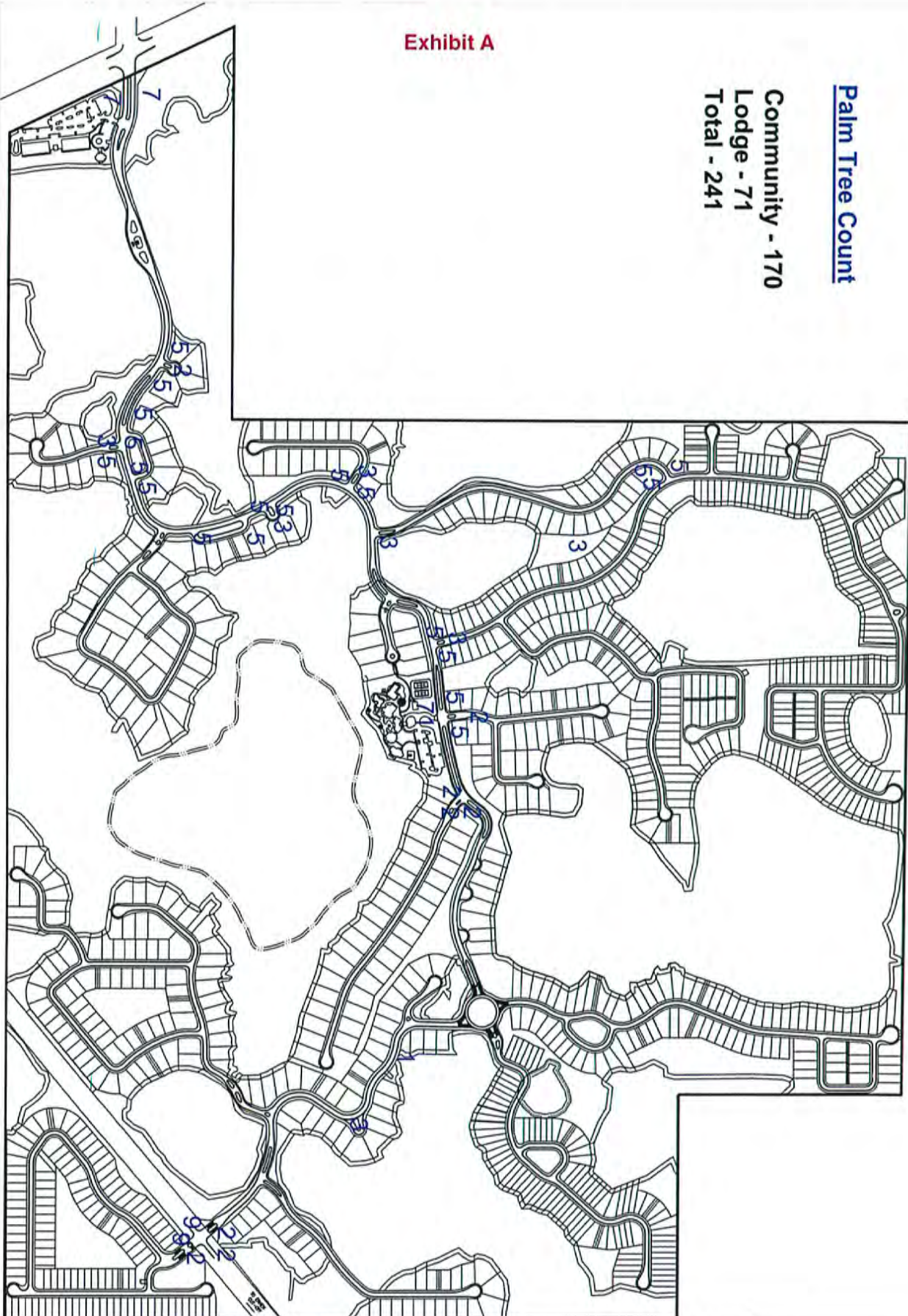
Phone_____

E-Mail_____

Palm Tree Count

Community - 170
Lodge - 71
Total - 241

Exhibit A



Wilderness Lake Preserve Mulching Map

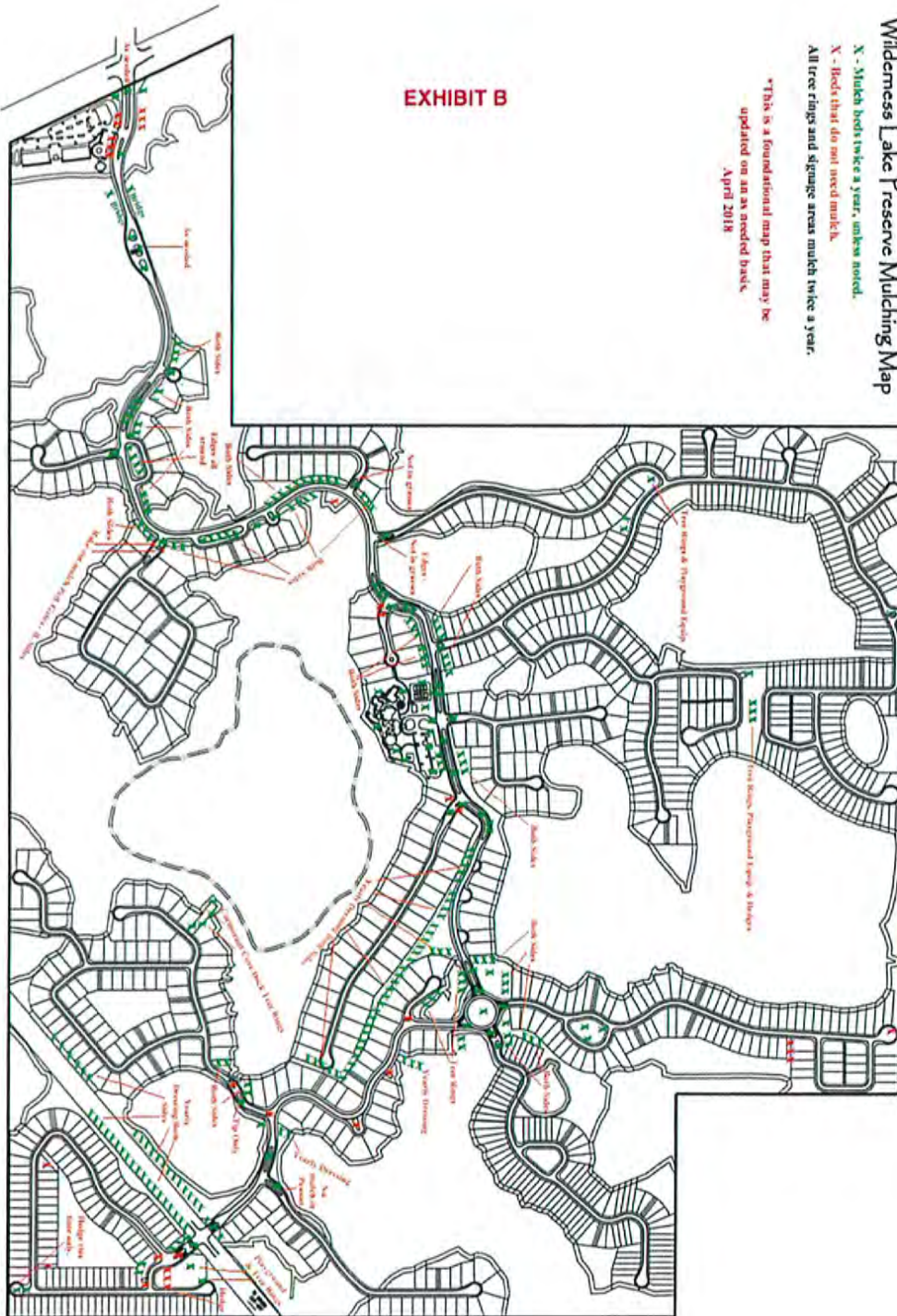
X - Mulch beds twice a year, unless noted.

X - Beds that do not need mulch.

All tree rings and signage areas mulch twice a year.

*This is a foundational map that may be updated on an as needed basis.
April 2018

EXHIBIT B

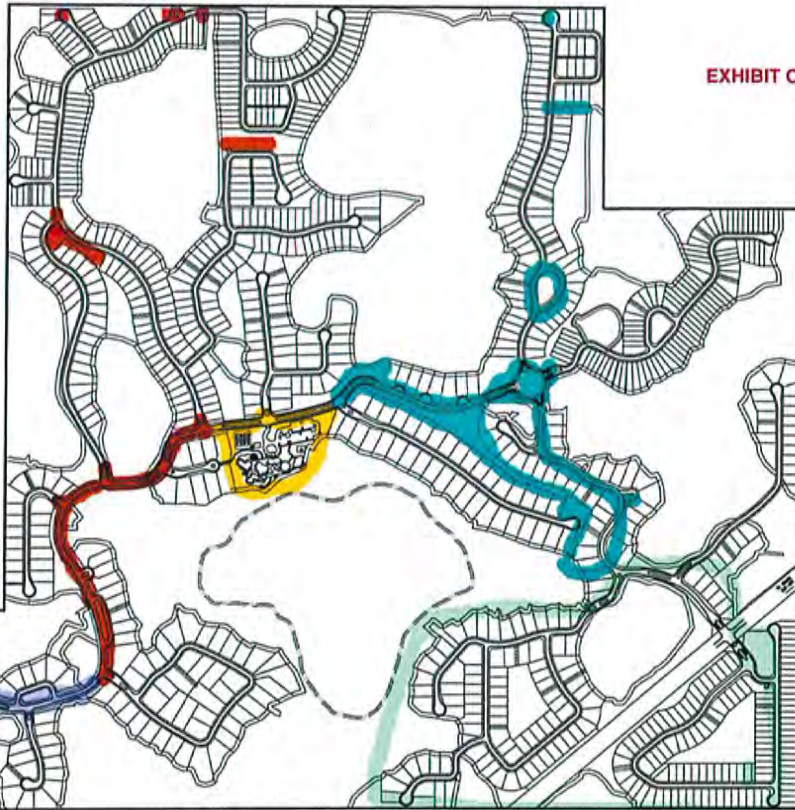


5 Section Schedule

1. Lodge, Kickliter, 2 Medians in front of the Lodge
2. Draycott, Round-about, Deerfield Berm, Small Hedge, Cul-de-sac
3. Cormorant Cove, Derwent Glen, Oakhurst, Woodsmeere, Sparrow Wood
4. Front Entrance to Water's Edge - (Outbound lane), Including Wood Line
5. Americus - Citrus Blossom, CB/WW Park, Stoneleigh Park, Volleyball Park

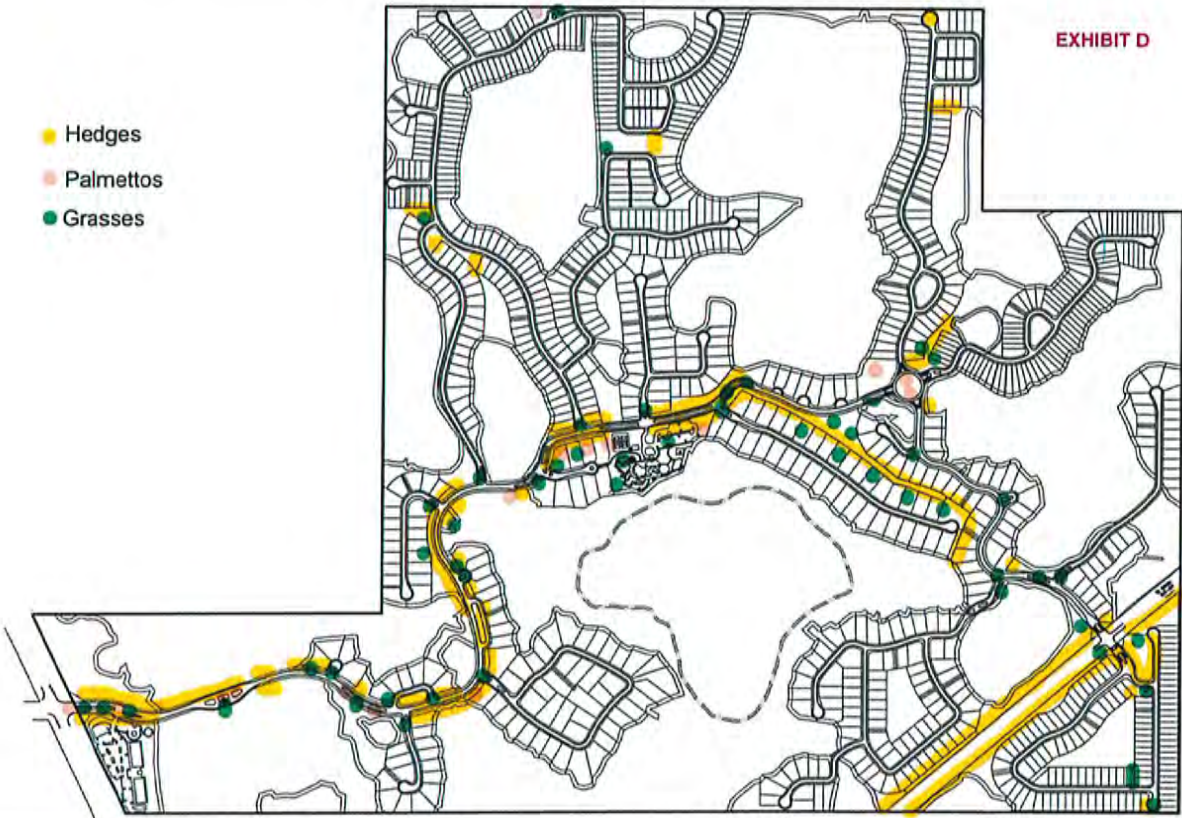
Bed Map Notes

Thin Saw Palmettos - Bi-monthly
 Trim Muhly Grass - Early summer - Other grasses every other month
 Trim back Palm Trees - Mid-Oct. & early summer
 Hedges & Weeds - Monthly
 Lift tree limbs in winter - As needed in the summer
 Deadhead flowers. Keep pots & boxes fresh & healthy - As needed
 Clean beds, remove leaves, keep mulch defined, remove moss - Monthly
 Pencil tip Cape Myrtles - As needed
 Keep overhanging limbs on wood line cut back. Line trim wood line - Monthly



- Hedges
- Palmettos
- Grasses

EXHIBIT D



A handwritten signature in black ink, located at the bottom left of the page. The signature is stylized and appears to be a cursive name.

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR QUESTIONNAIRE

***This questionnaire must be submitted in full with the Contractor's proposal.**

Company Name: Capital Land Management
Contact Person: Chris Smith
Address: 9830 Yawn Road, Dade City, FL 33525
Phone: (813) 325 9649
Fax: N/A
Email: Chris@capitalland.net

Your company is a: Corporation X Partnership _____ Sole Proprietor _____ LLC _____

What state is your company registered in as a business? Florida

Years in Business 10

2017 Pasco County Area Landscape Maintenance Revenue \$ 550,000

2017 Pasco County Area Landscape Maintenance Revenue 20 % Landscape Installation, Ancillary Services 80 %

2018 Pasco County Area Landscape Maintenance Revenue(est) \$ 750,000

2018 Pasco County Area Landscape Maintenance Revenue 20 % Landscape Installation, Ancillary Services 80 %

REFERENCES (Tampa Bay Area similar projects)

Client Name and Address Fishhawk Ranch CDD I. Lithia, FL
Contract Amount \$ 281,560
Contact Person John Toborg
Contact Phone 813-933-5571
Contact Email JToborg@rizzetta.com

Client Name and Address Fishhawk Ranch CDD II. Lithia, FL
Contract Amount \$ 428,940
Contact Person John Toborg
Contact Phone 813-933-5571
Contact Email JToborg@Rizzetta.com

Client Name and Address Harbour Isles CDD
Contract Amount \$ 98,400
Contact Person Grant Phillips
Contact Phone 813-533-2950
Contact Email GPhillips@rizzetta.com

If awarded this contract what percentage of your Pasco County Area total maintenance sales would it represent? 20 %

Does your company have the personnel and equipment to perform all the services listed in the specifications "in-house"? YES

Total number of Pasco County Area field personnel 35

What is the anticipated crew size for your regular mowing schedule? 10

What is the anticipated crew size for your regular detail schedule? 5

Total number of trucks servicing the Pasco County Area 6

Does your company have a Certified Arborist on staff? YES

Does your company own all or most of the equipment to prune tall palm and hardwood trees? NO

If yes to question above, list equipment:

How many properties do an average account manager oversee? Qty 6-8 Total dollar value
\$ 1,000,000

What are the functions of an account manager at your company?

Manage all mowing and pruning personnel. Oversees all fertilization, annual installation, mulch installation, and landscape renovation projects. Observing the community weekly to make suggestions on how to continually beautify and rectify any safety concerns.

What is typical turnaround time for ancillary work such as shrub and sod installation, once approved?
? 2-3 weeks

Does your company employ formal training and certification procedures for employees? YES

If yes, briefly describe As a member of FNGLA, we use their training programs to certify our staff

How far is the office from where you would dispatch crews to Preserve at Wilderness Lake? 31 miles

What is the value of the average full-service maintenance contract for your company? \$ 200,000

What percentage of your full-service maintenance accounts are Community Development Districts? 30 %

What is the name and value of your two largest full-service maintenance accounts? Length of service?

Name	Value	Length of service
1. Ariana Harbor HOA	\$50,000	Jan. 2011 - present
2. Oakbridge HOA #2	\$480,000	Jan. 2014 - present

Does your company employ any sub-contractors to perform work on your full-service landscape maintenance contracts? YES

If yes, what kind of work do the sub-contractors perform for your company? Annual and Mulch Installation.

Tree trimming above the 15 foot scope.

Has your company ever been cited by OSHA or any other entity for workplace safety related issues within the past three years? NO

If yes, please explain the issue and how it was resolved. _____

Has your company filed a lawsuit against a Client or has a Client ever filed a lawsuit against your company within the past three years? NO

If yes, please fully explain the issue and how it was resolved. _____

Are you willing to supply financial documents for your company, if requested? YES

Bank Reference Centennial Bank. Christopher Moyer. (813) 267-9675

Vendor Financial Reference Cutting Edge Lawn Equipment. Jeff Worthy. (863) 287-6386

I certify that all the information listed is true and accurate. Providing false information shall lead to disqualification from the bidding process.

Signature 

Print Name James Piney

Company Name Capital Land Management Corporation Date November 1, 2018

Maintenance Proposal Evaluation Criteria

1. **Personnel** (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. **Experience** (20 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. **Understanding of Scope of Work** (15 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. **Price** (20 total points)

Points available for price will be allocated as follows:

5. **Reasonableness** (15 total points)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in the proposal received

Total Points (100 points)



CERTIFICATE OF LIABILITY INSURANCE

CAPIT-4

OP ID: AB

DATE (MM/DD/YYYY)

11/06/2017

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 ITALIANO INSURANCE SERVICES P. O. Box 18425 Tampa, FL 33679-8425 Jeffrey G. Italiano	CONTACT NAME: Jeffrey G. Italiano PHONE (A/C, No, Ext): 813-877-7799 FAX (A/C, No): 813-877-8877 E-MAIL: ADDRESS:
INSURED Capital Land Management Corporation 9830 Yawn Rd Dade City, FL 33525	INSURER(S) AFFORDING COVERAGE INSURER A: Montgomery Insurance Company INSURER B: Mapfre INSURER C: Liberty Mutual 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 SUBR INSD 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:	X	BKO1755212902	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	5204070001487	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 OCCUR CLAIMS-MADE		USO1755212902	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

Saddle Creek Corporation and Saddle Creek Transportation, Inc. are named add insureds with respect to General Liability and auto liability. Coverage is & non-contributory basis.

30 days notice of cancellation is provided except 10 days for non payment premium.

CERTIFICATE HOLDER

SADD301

Saddle Creek Corporation and
Saddle Creek Transportation,
Inc.
3010 Saddle Creek Road
Lakeland, FL 33801

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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ACORD 25 (2014/01)

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CAPILAN-01

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2017

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 ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:	
	PHONE (A/C, No, Ext): (813) 988-1234	FAX (A/C, No): (813) 988-0989
	E-MAIL ADDRESS: certs@associatesins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Interstate Insurance Co	31895
INSURED Capital Land Management Corporation 9830 Yawn Road Dade City, FL 33525	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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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/A	AVWCFL2561732017	12/29/2017	12/29/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

Arbor Chase H.O.A.
c/o Rizzetta & Company
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544

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

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Capital Land Management Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ 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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9830 Yawn Road

6 City, state, and ZIP code
Dade City, FL 33525

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
or								
Employer identification number								
2	7	-	0	1	9	9	9	4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **8/21/2017**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.

State of



Florida


Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

PEST CONTROL LICENSE

Number: JB179276

CAPITAL LAND MANAGEMENT CORPORATION
3545 WATERFIELD RD, LAKELAND, FL 33803

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending August 31, 2014 as prescribed by Law.


Adam H. Putnam
Commissioner of Agriculture

Issue Date: January 27, 2014

FDACS 13618 06/01

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 144820

CLASS: B

EXPIRES: 9/30/2018

OWNER NAME
BRUCE, STEVE & MYERS, JARRETT

LOCATION
POLK COUNTY
POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

CAPITAL LAND MANAGEMENT

9830 YAWN RD
DADE CITY, FL 33625

CODE ACTIVITY TYPE
810000 LTD OTHER SERVICES
810060 PEST CONTROL SERVICE

PROFESSIONAL LICENSE (IF APPLICABLE)
JB179276

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION



PAID-1525000-0001-0001 07/20/2017 07/20/2017 CFM 159 57.75 JAMES PINEY

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Steven Robert Bruce

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skara, Executive Director
International Society of Arboriculture

A handwritten signature in dark ink, appearing to read "Jim Skara".

Step Kwan

Certification Board, Chair
International Society of Arboriculture

FL-1230A

Certification Number

15 Nov 2003

Certified Since

31 Dec 2019

Expiration Date

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF225538

JARRETT BRUCE MYERS

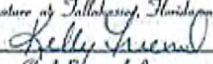
This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental



in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.


Adam H. Putnam
Commissioner of Agriculture

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on October 10, 2014*

Kelly Green
Chief, Bureau of Licensing and Enforcement

FDACS 13618-96/01



GV2880-1

Certificate #

GV2880

Trainee ID #

Certificate of Training Best Management Practices Florida Green Industries

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

The undersigned hereby acknowledges that

Jarrett Myers

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm

Issuer

Henry

Instructor

4/29/2008

Date of Class


DEP Program Administrator

Not valid without seal

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2019

Expires September 30th



ACCOUNT #: 80562

SIC CODE: 0782.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
LAWN CARE SERVICE
STATE LICENSE #

CAPITAL LAND MANAGEMENT

9830 YAWN RD
DADE CITY, FL 33525-1645

OWNER/QUALIFYING AGENT
MYERS JARRETT

LOCATION ADDRESS:
9830 YAWN RD
DADE CITY, FL 33525-1645

DATE	RECEIPT	AMOUNT
08/14/2018	18-215-004572	113.75

Dear Business Owner:

Your 2019 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES DEPT.
CONTRACTOR LICENSING
CERTIFICATE OF COMPETENCY CARD

C.C. # LSS-09694

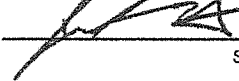
Name: JOSHUA BURTON

Contractor Type: PC Irrigation

Business Name: CAPITAL LAND MANAGEMENT
CORPORATION



HAVING MET THE COMPETENCY REQUIREMENTS FOR THE
LICENSE TERM EXPIRING 09/30/2020


Signature

THIS SHOULD BE KEPT IN YOUR WALLET.

NOTE TO CONTRACTOR:

IT SHALL BE THE RESPONSIBILITY OF THE
LICENSEE TO KEEP ALL INSURANCE, BONDS,
ADDRESSES AND PHONE NUMBERS
CURRENT.

PLEASE CONTACT PASCO COUNTY LICENSING
TO UPDATE AT:

Contractorlicensing@pascocountyfl.net

727-847-8009

Compliance with Pasco County Code 18, Article 4, Section 18-69 for
Vehicle Identification is required

THE PLACARD BELOW MUST BE DISPLAYED IN YOUR PLACE OF BUSINESS.

PLEASE CUT ON THE DOTTED LINE

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES DEPT.
CONTRACTOR LICENSING

C.C. # LSS-09694

Name: JOSHUA BURTON

Contractor Type: PC Irrigation

Business Name: CAPITAL LAND MANAGEMENT CORPORATION
9830 YAWN RD, DADE CITY, FL 33813



UNDER SECTION 18 PASCO COUNTY CODE CHAPTER 18, ARTICLE 4, HAS
MET THE PROVISIONS FOR A CERTIFICATE OF COMPETENCY

EXPIRING 09/30/2020

Esther Oluyemi

BUILDING OFFICIAL

08/14/2018

DATE

**Preserve at Wilderness Lake Community Development District
Land O' Lakes, Florida**

**REQUEST FOR PROPOSAL 2019/2020
LANDSCAPE MAINTENANCE**

**RFP
LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS
CONTRACTOR QUESTIONNAIRE
MAINTENANCE PROPOSAL EVALUATION CRITERIA**

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
Land O' Lakes, FL

REQUEST FOR PROPOSAL-2019/2020 LANDSCAPE MAINTENANCE

LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS

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Pages 26-29	Exhibit A-D
Pages 30-32	Contractor Questionnaire
Page 33	Maintenance Proposal Evaluation Criteria

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PSA HORTICULTURAL

Landscape Consulting & Contract Management
"Protecting Your Landscape Investment"

720 Brooker Creek Blvd, Suite 206
Oldsmar, FL 34677

October 2018

REQUEST FOR PROPOSAL (RFP): PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

RE: LANDSCAPE MAINTENANCE

1.1 Introduction:

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT ("the Client") is seeking proposals for Landscape Maintenance. The property is located at 21320 Wilderness Lake Boulevard, in Land O' Lakes, Florida. The maintenance scope consists of grounds maintenance, pest control, irrigation maintenance, mulch installation and arbor care. The maintenance procedures shall be performed on the common grounds within the community.

The objective of this Landscape Maintenance Agreement is to provide the Client with on-going continuous proactive service, which shall ensure the Client's property is kept in an attractive condition at all times. Additional reporting forms shall be provided to the selected Contractor. The Contractor shall provide full-service grounds maintenance services. The charges for these services shall be all inclusive as described in the Landscape Maintenance Agreement. The Landscape Maintenance Agreement between **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**, and the selected Contractor shall be performance-based, in order to assure quality care and contract compliance.

The Contractor shall meet or exceed the expectations set by the **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT** by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practice per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS).

This RFP includes: the landscape contract with specifications, a site map, and a Contractor questionnaire.

1.2 Term of Agreement:

The term of this Agreement shall be **twenty-four (24) months**, commencing on January 1, 2019 and ending on December 31, 2020. It shall not automatically renew. Payment shall be made to the Contractor in twenty four equal monthly payments. Upon expiration of this agreement, the Contractor may work on a monthly

month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

The Client reserves the right to change the scope and commencement date of this agreement.

1.3 Site Inspection:

All bidders shall have the obligation to visit the job site in order to become familiar with the project. A site tour shall be held on October 19, 2018 at 9:00 a.m. **Attendance is mandatory if you plan on submitting a bid on this project.** The meeting point shall be at the Wilderness Lake Lodge Theater, 21320 Wilderness Lake Boulevard Land O' Lakes, Florida. During the inspection, bidders may ask questions regarding the site or the bidding process. A PSA representative shall also be available to answer questions via e-mail only up to October 26, 2018 at 5:00 pm. The questions may not relate to any specific financial or landscaping component that may give that company an unfair bidding advantage. All bidders shall be informed of the question and answer via e-mail by 12:00 pm on October 29, 2018.

Bidders are not permitted to contact any member of the Preserve at Wilderness Lake CDD, Board of Supervisors or the management company. Any questions or concerns shall be addressed to PSA.

Please contact Tom Picciano at tom@psagrounds.com by 5 pm on October 18, 2018 if you intend to submit a bid on this project.

1.4 Scriveners Error:

Any minor scriveners error or typographical error found in these documents shall not affect the context of this agreement. In the event the error requires a substantial correction, the corrected narrative shall be forwarded to all parties and the appropriate adjustments shall be made by all parties.

1.5 Substitutions:

No substitutions may be made to the quantities, materials, or frequencies during the bidding process.

1.6 Contractor Questionnaire:

The Contractor shall submit the completed Contractor questionnaire along with his bid forms.

1.7 Insurance:

Bidders must include proof of commercial liability insurance and commercial vehicle insurance (each with a minimum of \$1million coverage) and Worker's Compensation Insurance with their submitted bid. The successful bidder will be required to name the Client as an additional insured party under the commercial general liability policy.

1.8 Employment Eligibility Compliance:

Bidders must include a statement on their company letterhead, signed by a company principal, stating that they will comply with the United States Employment Eligibility Verification Program commonly referred to as the I-9 program for all employees who will be working for the Contractor and/or its sub-Contractors in the Preserve at Wilderness Lake CDD.

1.9 License:

The Contractor and/or its sub-Contractors shall be a holder(s) of all pertinent licenses needed to operate a lawfully landscape maintenance business in Lee County, Florida. This includes but is not limited to occupational, county, city, state irrigation, and pest control licenses.

1.10 Pricing Instructions:

Bidders shall submit their prices on the appropriate forms. All of the bidder's prices shall cover all charges including, applicable taxes, insurance, overhead and profit. No fuel surcharges shall be accepted as a condition of this Agreement. The Contractor guarantees that their pricing shall not increase during the term of this Agreement. ***Annual costs shall be equally divided into 12 monthly charges. There shall be no price increases for the 2-year term of this contract.**

1.11 Instructions:

Sealed bids shall be delivered by mail, delivery service or by hand to the office of PSA, 720 Brooker Creek Blvd. Suite 206, Oldsmar FL, 34677. The deadline for submission is November 1, 2018 by 3:00 pm. Bids received after the deadline shall be rejected. One (1) original, seven (7) hard copies and one (1) digital PDF copy (USB flash drive preferred included in the sealed package) of the Landscape Maintenance Agreement, with each page initialed, the last page signed, and all pricing blanks filled in, shall be submitted along with One (1) original, seven (7) hard copies and one (1) digital PDF copy of a completed Contractor Questionnaire, Employment Eligibility Verification Statement, appropriate certificates of insurance, and copies of all pertinent business, pest control and irrigation licenses. Submit these copies in a single envelope and shall bear the name of the Contractor on the outside of the sealed package. Mark the lower right-hand corner of your bid envelope **"PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT 2019/2020"**. Do not include any other documents other than the requested material in this envelope.

Staple each set of copies in the upper left-hand corner. Do not bind proposal copies in any way other than stapling. **Do not include any photographs, marketing materials or any other materials other than what is being requested.**

The bidder may include marketing materials for review by the Client. **These materials may not be included in the bid envelope.** They must be submitted in a separate envelope.

The Client is under no obligation to select the lowest bidder. The Client reserves the right to ask for modifications of the proposals. The Client reserves the right to review the proposals for a period of up to sixty (60) days, in order to review the qualifications and references of the bidders. Faxed bids shall not be accepted.

All bids shall be mailed, or hand delivered to:

PSA / Attn: Tom Picciano
720 Brooker Creek Blvd. #206
Oldsmar, FL 34677
tom@psagrounds.com
727-505-1532

1.12 Uniforms:

All of the Contractor's personnel and sub-Contractors shall be fully uniformed while they perform work at the job site. A crew leader must be distinguishable from other crewmembers by the wearing of a different uniform shirt.

1.13 Materials:

It is the responsibility of the Contractor to confirm all measurements and quantities.

1.14 Safety Program:

The Contractor shall maintain an adequate safety program for all employees and other individuals working under this Agreement. Contractor shall provide employees with all the necessary safety equipment and safety clothing needed in order to perform their jobs. Additionally, the Contractor shall utilize standard safety procedures and protocols to protect all persons in the vicinity of work being performed under this Agreement.



THE PRESERVE AT WILDERNESS LAKE
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE EXHIBIT

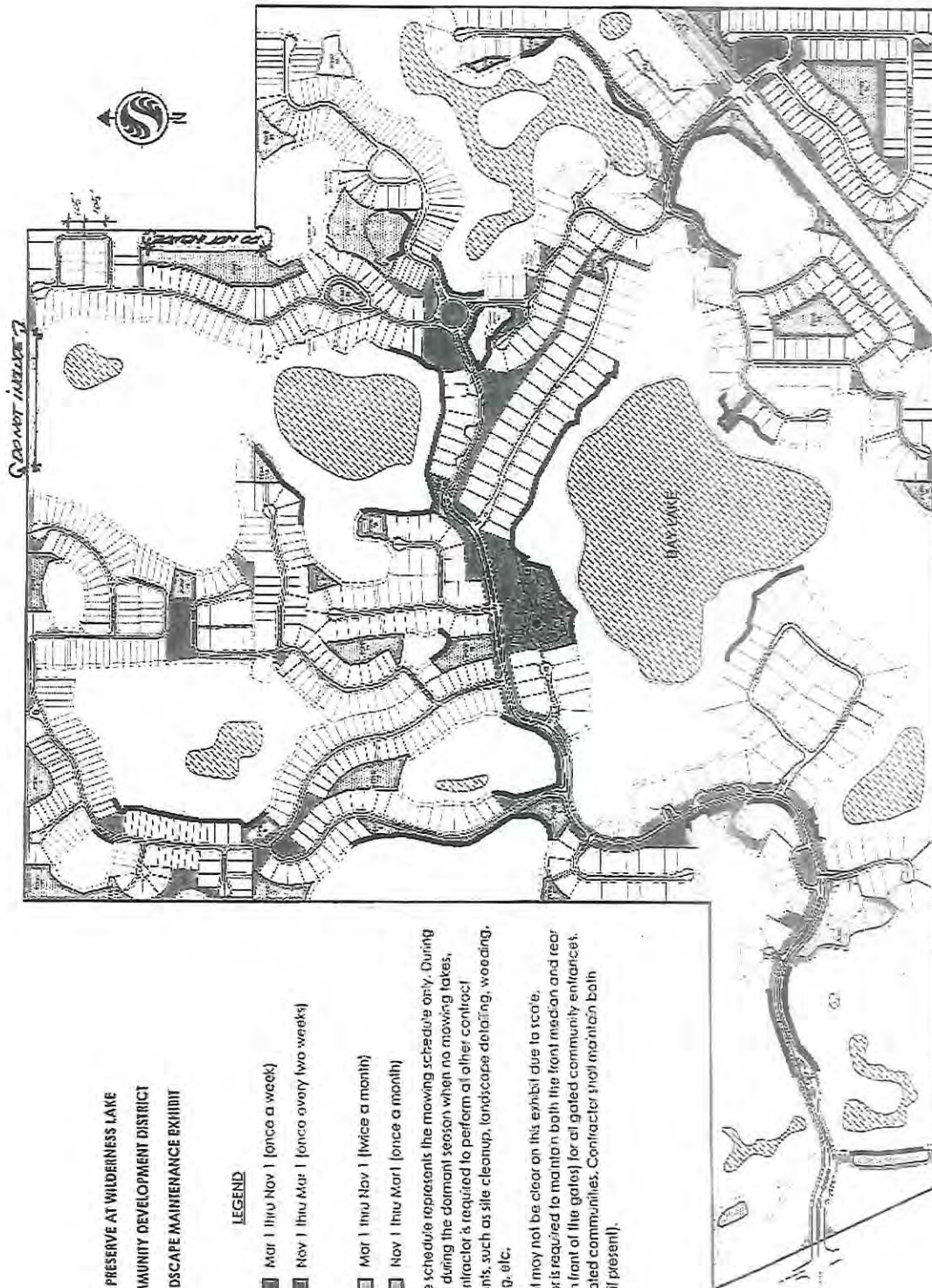
LEGEND

Mar 1 thru Nov 1 (once a week)
Nov 1 thru Mar 1 (once every two weeks)

Mar 1 thru Nov 1 (twice a month)
Nov 1 thru Mar 1 (once a month)

The above schedule represents the mowing schedule only. During the weeks during the dormant season when no mowing takes place, Contractor is required to perform all other contract requirements, such as site cleanup, landscape detailing, weeding, de-mossing, etc.

Although it may not be clear on this exhibit due to scale, Contractor is required to maintain both the front median and rear median (in front of the gates) for all gated community entrances. For non-gated communities, Contractor must maintain both medians (if present).



**LANDSCAPE MAINTENANCE SPECIFICATIONS FOR
PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

This agreement is made and entered into on this _____ 2018, by and between the Preserve at Wilderness Lake Community Development District "the Client" and _____ Mainscape, Inc _____ to provide landscape maintenance services to its common grounds, located in Oldsmar, Florida. The Contractor agrees to work under the supervision of PSA Horticultural Inc., referred to herein as PSA.

The term of this agreement shall be for twenty-eight months, commencing on January 1, 2019 and ending on December 21, 2020. This agreement is not self-renewing.

Part I Warranties, Indemnification and Insurance

A. Warranty:

Contractor warrants that all work performed under this agreement shall be free from defects in workmanship and material and shall be performed in accordance with industry standards and these specifications.

B. Indemnification:

The Contractor shall indemnify and hold Client harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the Client; in connection with any liability arising out of injuries sustained by any person in or about the property; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Client by reason of the services provided to the Client, except when due to gross negligence or malfeasance of the Client. The Contractor will carry all necessary liability and Worker's Compensation insurance adequate to equally protect the interests of the Client.

All dispute resolution will be in accordance with the laws of the State of Florida. In the event of any dispute, Client shall have the right to litigate such claims in any state or federal court in Pinellas County, Florida and Contractor consents to the exclusive and mandatory venue in such courts.

C. Insurance:

The Contractor shall provide and maintain "Worker's Compensation Insurance" for all of his employees at this site, during the term of this agreement.

The Contractor shall provide and maintain a comprehensive and General Liability Insurance Policy during the term of this agreement, insuring Contractor, its employees and any sub-contractor and its employees performing services under this agreement and from all damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement.

D. License:

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation, and pest control licenses.

E. Pre-Existing Conditions:

The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement, unless this contract serves as a "renewal" contract from the year before, even though the past contract was not automatically renewed. Upon mutual-agreement, a written list of these pre-existing conditions will be prepared for by the Client for the Contractor to resolve at the Client's expense, unless the Contractor is the same as the prior year's Contractor. The Contractor shall have a grace period to complete all contractual pre-existing conditions, that do not involve additional expense to the Client, by February 15, 2019 and PSA will not impose any penalties on the Contractor before this date. If these conditions are not repaired and/or otherwise resolved satisfactorily to the Client and completed accordingly, then the Contractor will be subject to penalties according to the PSA contract and as stipulated in this contract.

F. Scheduling:

Upon mutual agreement between the Contractor and the Client, a regular maintenance service day will be selected. The client shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected. **Prior to the beginning of each contract year Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control and Irrigation System Maintenance for the upcoming year. This schedule will include anticipated service dates and services to be provided.**

The Contractor shall make every effort to provide the Client with the same crews for each component of the maintenance operations, grounds maintenance, pest control and irrigation. A supervisor shall be on site at all times during any maintenance operation.

Landscape Specifications

The Contractor shall meet and/or exceed the expectations set by the Preserve at Wilderness Lake Community Development District. The community expects its residents to be able to reside and relax in an environment surrounded by heathy green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the "manicured" and the "natural" areas of the community.

The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Reference Material: Best Management Practices for Protection of Water Resources in Florida.

Part II – Lawn Maintenance

Mowing, Edging and Trimming: Contractor will mow all turf areas weekly, beginning on March 1st and ending on October 31st. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing

cut grass into planting beds, ponds and drainage ditches. During the non-growing season, from November 1st through February 28th, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove litter branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract. **The entire property must be mowed, trimmed, edged and blown off in a single day.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

Value of single mow- *line trim, hard and soft edge, blow clean* \$ 2,309.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger during the alternate week, when hard edging is not being performed. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially. Contractor will clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

Where natural wooded areas adjoin the finished turf area, the turf shall be mowed all the way to the woodline and any un-mowed higher grass along the edge of the woodline shall be line trimmed down, leaving a neat transition into the woodline. This will prevent the encroachment of the natural areas into the finished landscape. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially.

The Contractor will be required to use the properly sized mowing equipment. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

B. Turf Insect, Disease and Weed Control: The Contractor will inspect lawn areas each visit for indications of pest and problems and treat accordingly. Preventative and spot treatments shall be performed for chinch bugs and grubs.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F–70°F for 4 or 5 consecutive days.

Any St Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

Turf dying in areas where third parties are amending settings on timers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Only herbicides labeled for higher temperature use shall be used when temperatures excess 85° F. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

As a condition of this agreement the turf area location between the clubhouse basketball court and the clubhouse main entry shall be core aerated once a year.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # JB225678 Expiration Date 12/31/2018

D. Turf Fertilization: Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf

APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass												
	--	--	C		--	SRN	--		--	C	--	--
St. Augustine Grass												
	--	C	--	N	SRN	--	Fe	SRN	--	C	--	--

*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be**

based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

Part III – Landscape Plant Maintenance

Trees, Palms, Shrubs, Ground Covers

A. Fertilization: Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. All shrub, tree and groundcover fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

B. Pest, Disease and Weed Control: Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week. Weeds over three inches tall shall be hand-pulled.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

The Contractor shall not be responsible for the replacement of any tree, shrub or groundcover that suffers damage from an insect or disease for which there are no effective control products, such as ganoderma, lethal yellowing and fusarium wilt, etc. Contractor shall immediately bring to the attention of the Client all infected and/or damaged landscape items caused by insects or disease along with a plan to eradicate or mitigate the condition. Contractor shall be responsible for employing Green Industry Best Management Practices to mitigate the spread of such pests and/or diseases.

Fire ant mounds in the beds shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

A light-colored tracker dye shall be used with all Roundup (and comparable products) applications.

C. Pruning: All pruning of tree and shrubs will follow ANSI recommendations and University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, on a monthly basis. **Shrubs in their flowering cycle shall not be pruned until blooming is complete.** Shrubs, groundcovers and vines shall be trimmed on a schedule so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to it proper proportions. The Contractor will remove all pruning litter.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

Palm pruning will be done two (2) times per year to remove only dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet-tall palms. On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. "Hurricane" pruning is not acceptable. All palm trees shall be pruned with the remaining palm fronds left in the 9 and 3 o'clock position. No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter. See **Exhibit A**.

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15). Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly, "hat racked"

Ornamental grasses shall be cut back three times per year with the exception of all Muhly grass, which shall be cut back once per year in the spring. This will ensure a healthy full plant in the growing season.

All woodline vegetation which encroaches over any mowable turf area(s) or planting bed(s) shall be pruned back to the edge of the turf/bed line at the woodline edge. In addition, all turf at the edge of the woodline shall be line trimmed back to the same line created by the vegetation pruning. The line trimming shall be performed at the same height as the mowing. This pruning shall be performed in accordance with the mowing frequency.

All tall palm pruning shall be pruned as a separate line item which will be paid separately from the monthly invoice. The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.

D. Mulching: All Client designated planting beds will be replenished with pine bark once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

All beds to be mulched are designated on **Exhibit B**.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark. **The mulching service shall be invoiced separately and not included in the monthly service agreement fee.**

The CDD reserves the right to sub-contract mulch- installation.

Part IV- Seasonal Color

A. Annual Flowers: The installation of annuals shall be done four times per year with approximately nine thousand ten (9010) annuals being installed at each rotation. Major renovation of annual beds shall be performed once per year, in January. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be "topped off" as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. All annual shall be hand-watered at the time of installation. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

The annuals shall be installed in: December (prior to Christmas and no later than the first week of December), March, June and September.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and / or perennials)

The seasonal color service shall be invoiced separately and not included in the monthly service agreement fee.

The CDD reserves the right to sub-contract seasonal color installation.

Part V- Irrigation System

A. Within forty-five (45) days of the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for preexisting conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a "time and materials" proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

As a condition of this maintenance agreement, within (60) sixty days after the Contractor commences work, they shall furnish a color-coded irrigation map to the Client. The locations of any new valves, new mainlines and new zones shall be designated on this map. All valve boxes shall be numbered and correspond to a number key on the map. Each timer shall have the zone number, the zone location and the zone run time posted within in. This information shall also be given to the Client and PSA Horticultural within the above-mentioned sixty days. The Contractor shall maintain this irrigation system map at all times and update it as needed when/if any new valves, mainlines, controllers or any

other major components are added, removed, repaired or replaced. Any updates to this information shall be given to the Client and PSA Horticultural within thirty (30) days.

B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, (within the first ten days of each month) and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the timer cover and report to the management company any changes on water timers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as head/emitter cleaning or replacement filter cleaning, lateral line leaks and timer adjustments shall be made at Contractor's expense. The Contractor will not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, mainline breaks, rain sensors or for the tracing of wires. Any four-inch spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

In addition, as a condition of this Agreement, the Contractor shall:

1. Replace any malfunctioning spray head located within the turf with a 6-inch spray head.
2. Straighten any non-vertical head(s).
3. Raise any standpipes that are blocked by high vegetation or when appropriate the vegetation may be trimmed instead.
4. Keep the irrigation heads in the turf free of overgrowth by "runners"
5. Change the batteries in all battery-operated valves twice a year.
6. Change the batteries in all hard-wired controllers once each year or at any time after a power failure.
7. Flush out all drip irrigation zones during each monthly irrigation inspection.
8. Post the zone location and run times inside of each controller. This information shall also be submitted to the Client.
9. Support any standpipe that does not stay in a vertical position when under pressure by attaching a reinforcement bar attached to the standpipe with a zip tie.
10. Ensure that any drip irrigation tubing is buried under mulch and pinned into the soil.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business

days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines will result in the Contractor being penalized during the monthly inspection. During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. Pumping Systems: Contractor shall inspect and maintain all pump components monthly, within the first ten days of each month as part of this agreement. The Client shall be responsible for the costs of the repairs, and preventative maintenance. Contractor shall be responsible for hiring and overseeing any company hired to perform work on the pumping system. Any repairs that are performed due to neglect by the Contractor shall be borne by the Contractor. The Client shall be provided with a written cost estimate on pumping system repairs, before any work commences. All warranties associated with pumping components or repairs shall be assigned to the Client.

F. The Contractors Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

G. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

H. The Contractor shall notify the On-site Manager of any irrigation repairs and obtain approval prior to the commencement of the repair(s). The Contractor shall notify the On-site Manager when the repair(s) are completed.

I. Irrigation and/or landscape emergency contact phone number(s):

800-481-0096 # 800-481-0096

Part VI- General Site Maintenance

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Guard house areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. Tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any animal carcasses.

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Any large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA with a Weekly Contractor Report (provided by PSA) via email by 9am on the following Tuesday after each work week. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within five days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Saturday.

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

H. A representative of the Landscape Maintenance contractor shall attend CDD Board of Supervisor meetings when called upon to do so.

Part VIII-MONTHLY SITE INSPECTIONS

On a predetermined day twelve times per year, the Contractor, a Client representative and a representative of PSA, shall perform a thorough on-site inspection of all the landscaped areas and their various components. The Contractor is required to have a company representative at each inspection. PSA shall perform a quantitative inspection of the grounds at this time. The Contractor shall be responsible providing a four-wheeled utility vehicle for each inspection. **The Contractor shall be given at least two business days (48 hours) notice of the inspection.**

The scoring system is based on an aggregate point total: *1=Poor, 2= Good, 3=Excellent*. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month.

The scoring is based on the **proportion** of the property that has deficiencies, **and the magnitude of the deficiency**. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.

1= Poor- This indicates that **2/3- all of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

2= Good- This indicates that **1/3-2/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

3= Excellent- This indicates that **none-1/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

The Contractor must achieve a score of *85% or higher (33 points or above)* in order to receive their full monthly grounds maintenance payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be *reduced by 20%*. In addition, failing to achieve a 2 or 3 score in any scoring component shall result in a penalty of 10 % of the monthly grounds maintenance payment. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards. Contractor must have the deficiencies that were noted, corrected as stipulated on this landscape maintenance agreement within 14 days of recently completed inspection. This **Done Report** shall be signed off by the Contractor **certifying** that the deficiencies have been corrected within the allotted time. It must be received by PSA Horticultural no later than one day after the correction due date. If the certified Done Report is not received on time, the Contractor may be penalized 1 percent of their monthly payment deducted for the month of the late report. Uncorrected deficiencies carried over from a previous month,

without a legitimate written reason, may result in the Contractor being penalized 1 point during the next monthly inspection. Items certified as completed and found to be incomplete shall result in the Contractor being penalized 1 point during the next monthly inspection.

Payment to Contractor will be made within 30 days after certification of Monthly Site Inspection results.

Part IX Payment

Payment by the Client to the Contractor shall be based on twelve equal payments for the Landscape Maintenance Pricing Total Annual Landscape Program component of this agreement. All other charges will be billed separately. **The Client shall not accept any price increases or fuel surcharges during the term of this agreement.**

Landscape Maintenance Pricing

**Annual costs must be equally divisible by 12.*

There shall be no price increases for the 2-year term of this contract.

CONTRACTUAL SERVICES	Annual Cost	Monthly Cost Annual Cost/12
Grounds Maintenance	\$216,699.12	\$18,058.26
Irrigation System Inspections*	\$31,633.80	\$2,636.15
Hardwood Tree Pruning	\$7,930.56	\$660.88
TOTAL LANDSCAPE PROGRAM		

*Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.

SUPPLEMENTAL SERVICES	Per Application or Event	Annual Total
Fertilization Program for Turf and Shrub (total of program outlined in the matrix's below)	See matrix below	\$40,216.11
Pest Control (all labor and materials) (If entire pesticide allowance is required)*	N/A	All pesticide/herbicides needed to create healthy turf are included in price above.
Tall palm pruning	\$5,506.85	\$11,013.70
Seasonal Color Program**	\$16,218.00	\$64,872.00
Mulching Program-Apr 1000 cu. yards	\$53,764.16	\$53,764.16
Topdress-Oct 700 cu. yds	\$36,698.54	\$36,698.54

**Based on scope count of 9010 annuals. Evaluation of property only found beds/pots/boxes for 3650 flowers

Pest Control- *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 allowances used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication of all weeds, pests and diseases after the allowance listed above has been exhausted.

Bahia Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15 + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$4,586.40
April	21-0-0	0.5 lbs / 1,000 sf	1,500 lbs	\$2,283.84
June	16-0-8	1.0 lbs / 1,000 sf	8,695 lbs	\$4,190.09
August	FeSO4	2 oz. per 3 gallon / 1,000 sf	800 lbs	\$1,216.18
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$4,586.40

St. Augustine Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$2,254.00
April	21-0-0	0.5 lbs / 1,000 sf	1,052 lbs	\$1,122.40
May	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$4,280.40
July	FeSO4	2 oz. per 3 gallon / 1,000 sf	560 lbs	\$598.00
August	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$1,904.40
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$2,254.00

Ornamentals

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$2,432.00
June	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$2,432.00
October	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$2,432.00

Palms

MONTH	FORMULA	APPLICATION RATE (1.5 LBS. / 100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$311.00
June	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$311.00
September	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$311.00
November	8-2-12	1.5 lbs/ 100 sf	1,100 lbs	\$311.00

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

Specialty Plant Materials

MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$600.00
June	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$600.00
August	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$600.00
October	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$600.00

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

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

OTC Injections - (all labor and materials)

\$ 14,600.00 / Yr (based on quantities below)
 (OTC Injections per specs- do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# of inoculations per quarter <u>per palm</u> (based on side) i.e. (2) inoculations per large Canary Palm per ¼, etc.)	Cost per individual inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix dactylifera 'medjool'	1	1		\$100.00
Sabal palmetto	145	1		\$14,500.00

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

There shall be no price increases for the 2-year term of this contract.

Supplemental Pricing

Add a second detail during each growing season month	\$ 4,253.34
Tall palm pruning -over 15' ea.	\$ 20.40
Install 4" annual-each	\$ 1.26
Install 6" annual -each	\$ 1.80
Freeze protection for all annuals-supply and remove cloth. Per freeze event.	\$ 8.90 / 100 sqft
All treatment of Fire Ants (cost per year)	\$ 95.00 / 1000 sqft
Core Aeration per 10,000 sq. ft.	\$ 70.00 / 10,000 sq ft
Pine Bark-supply and install per cu. yd.	\$ 46.80
Pine Straw-supply and install per bale.	\$ 6.00
Supervisory labor per hour	\$ 50.00
General labor- per employee, per hour	\$ 35.00
Irrigation technician per hour	\$ 70.00
New valve-supply and install 1.5" (1.5" Hunter PGV electric valve)	\$ 157.63
New valve-supply and install 2" (2" Hunter PGV electric valve)	\$ 197.55
Valve solenoid -supply and install (Hunter AC solenoid, No troubleshooting)	\$ 49.76
Rain sensor-supply and install (wired & wireless) Hunter Mini-Click/Hunter WL Mini-Click)	\$ 75.00 \$ 175.00
Irrigation timer- supply and install 12 zone exterior (Rainbird ESP)	\$ 450.00
Irrigation timer- supply and install 24 zone exterior (Rainbird ESP)	\$ 750.00
Irrigation timer battery – supply and install (Hunter single station Node)	\$ 225.00
Storm Cleanup- per hour	\$ 50.00
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$ 0.46
500 gallon water truck- per hour	\$ 95.00
1G shrub-supply, install, warrantied for contract term (ea.)	\$ 9.00
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 17.00
7G shrub-supply, install, warrantied for contract term (ea.)	\$ 80.00
15G shrub-supply, install, warrantied for contract term (ea.)	\$ 150.00
35G tree -Florida #1 install, warrantied for contract term (ea.)	\$ 300.00
45G tree-Florida #1 (install, warrantied for contract term (ea.)	\$ 440.00

Company Name Mainscape, Inc.

Part X-Termination

The Client and/or the Contractor may terminate the Landscape Maintenance Agreement with sixty (60) days written notice, with or without cause, and must be received by either party via Certified Mail. The sixty (60) day notice shall commence on the day said written notice is received by either party.

In the event that the Contractor is purchased, merged or acquired in any way by another Company, the new Contractor must abide by this agreement. In the event that the Contractor is purchased, merged or acquired in any way by another Company, the Client may terminate the Landscape Maintenance Agreement with thirty days written notice at any time. The notice must be sent via Certified Mail. The thirty (30) day notice shall commence on the day said written notice is received by the Company.

Part XI-Agreement

The Contractor agrees to abide by all the terms of this agreement. The term of this contract shall begin on January 1, 2019 and expire on December 31, 2020, or upon termination pursuant to Part X herein above, whichever comes first. This agreement shall not automatically renew. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

This is not a valid agreement until signed by authorized personnel of Preserve at Wilderness Lake Community Development District. Initial all pages, including this one and also sign this page.

CONTRACTOR

Authorized Signature _____

Name Brandon Whaley

Title Manager

Date November 1, 2018

Phone 407-508-0540

E-mail bwhaley@mainscape.com

PRESERVE AT WILDERNESS LAKE CDD

Authorized Signature _____

Name _____

Title _____

Date _____

Phone _____

E-Mail _____

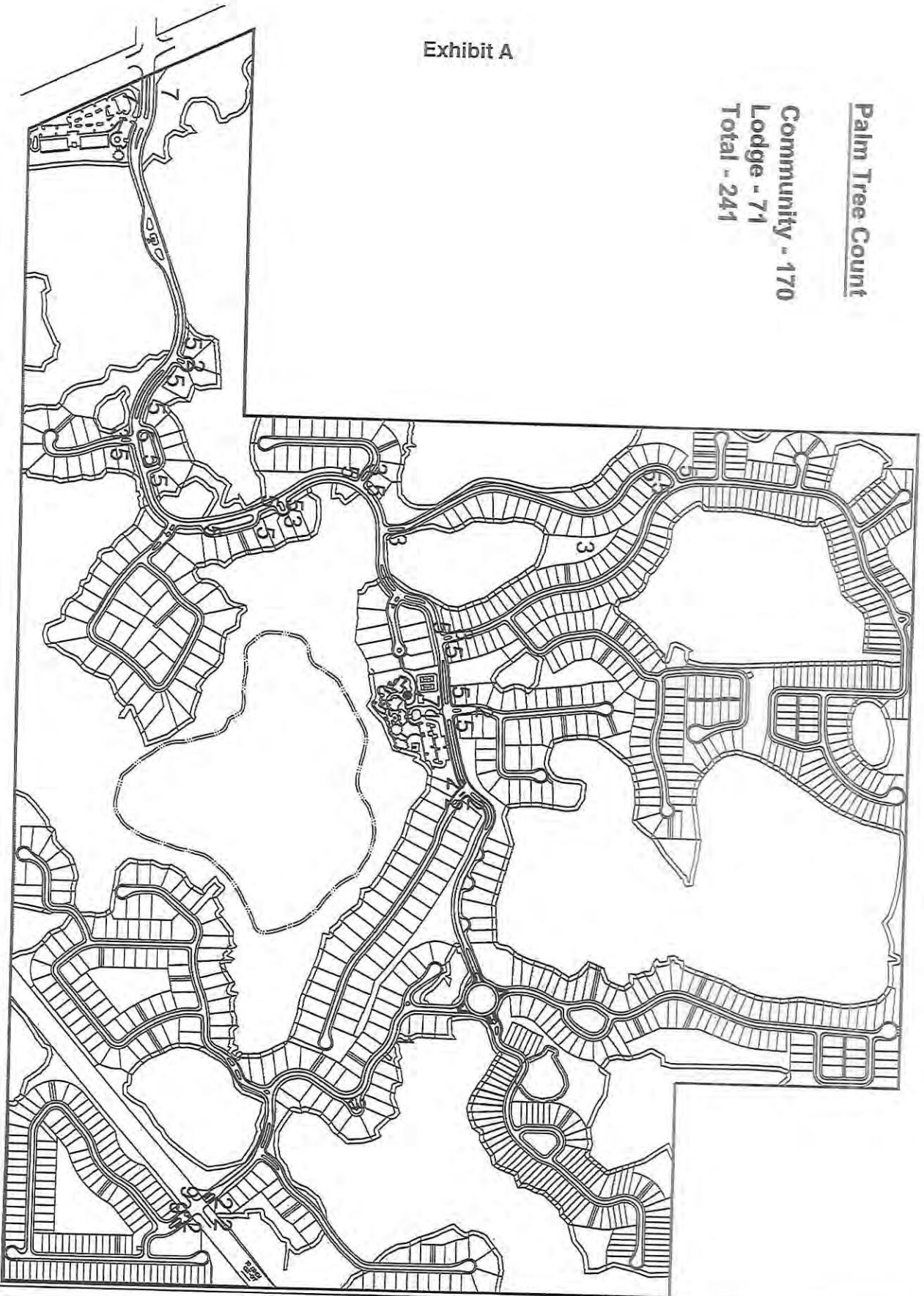
Exhibit A

Palm Tree Count

Community - 170

Lodge - 71

Total - 241



Wilderness Lake Preserve Mulching Map

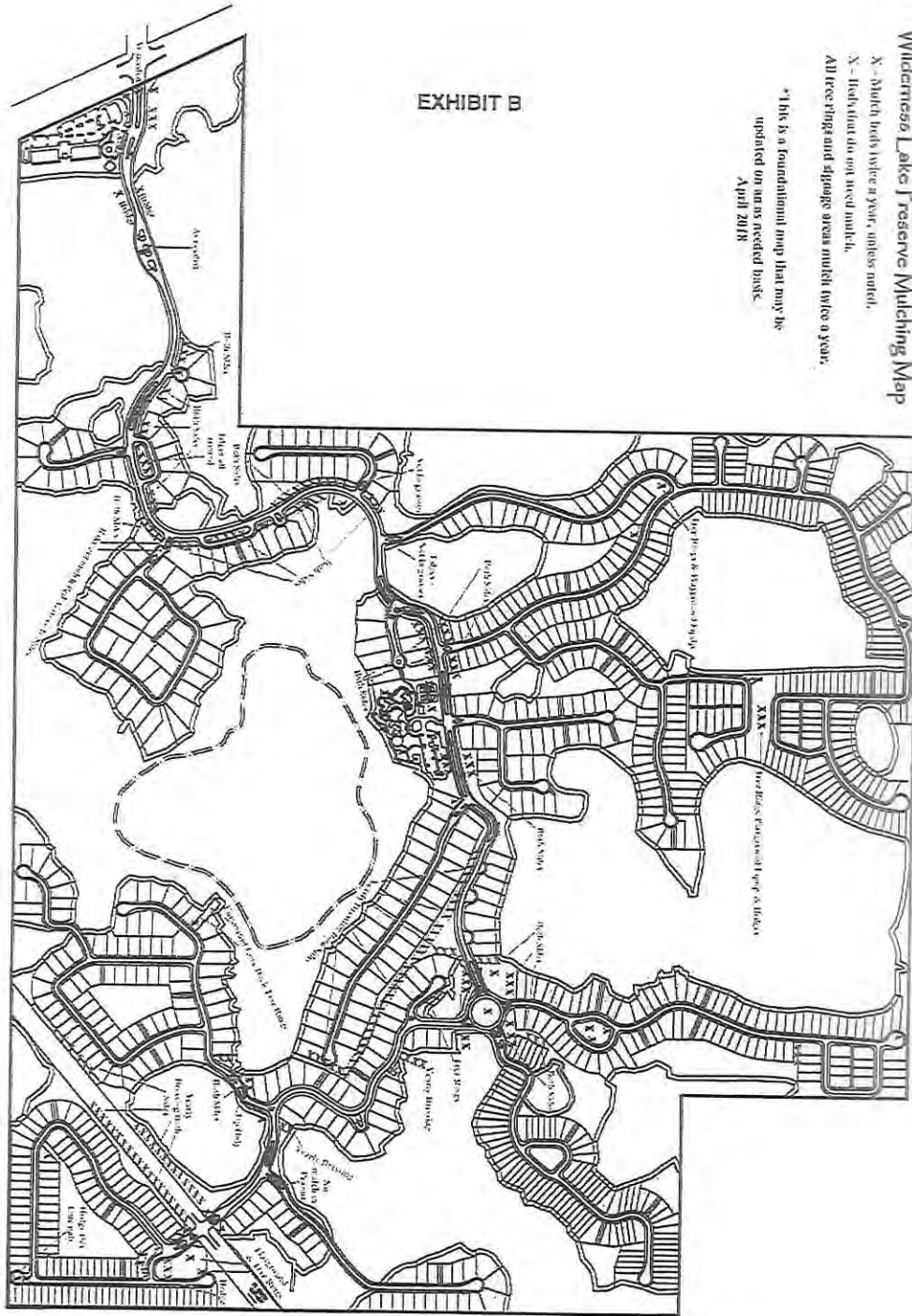
X - Mulch beds twice a year, unless noted.

X - Beds that do not need mulch.

All tree rings and algaee areas mulch twice a year.

* This is a foundational map that may be updated on an as needed basis.
April 2018

EXHIBIT B



5 Section Schedule

1. Lodge, Kickliter, 2 Medians in front of the Lodge

2. Draycott, Round-about, Deerfield Berm, Small Hedge, Cul-de-sac

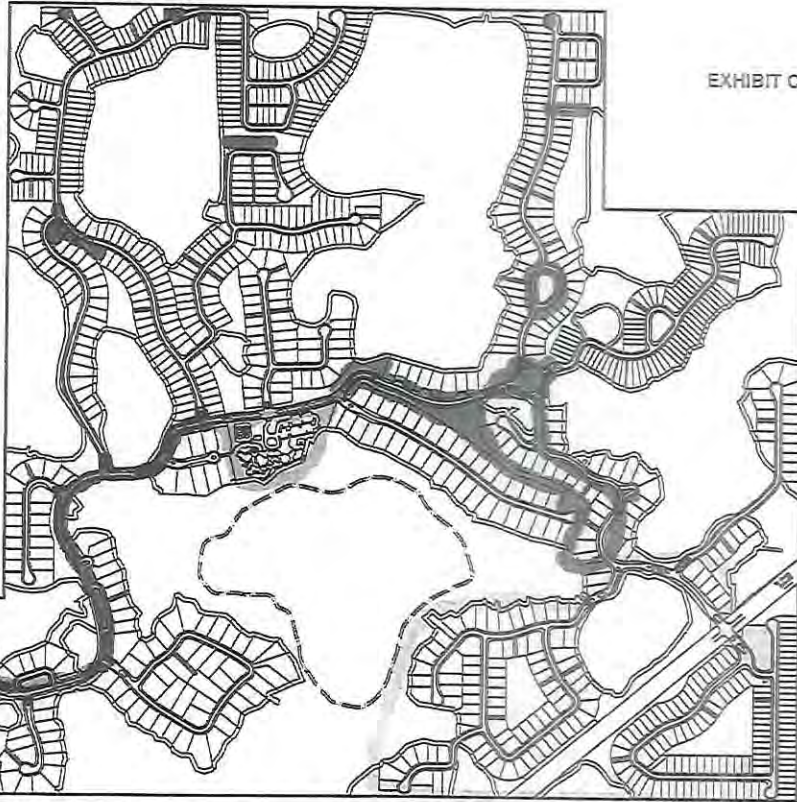
3. Cormorant Cove, Derwent Glen, Oakhurst, Woodsmeere, Sparrow Wood

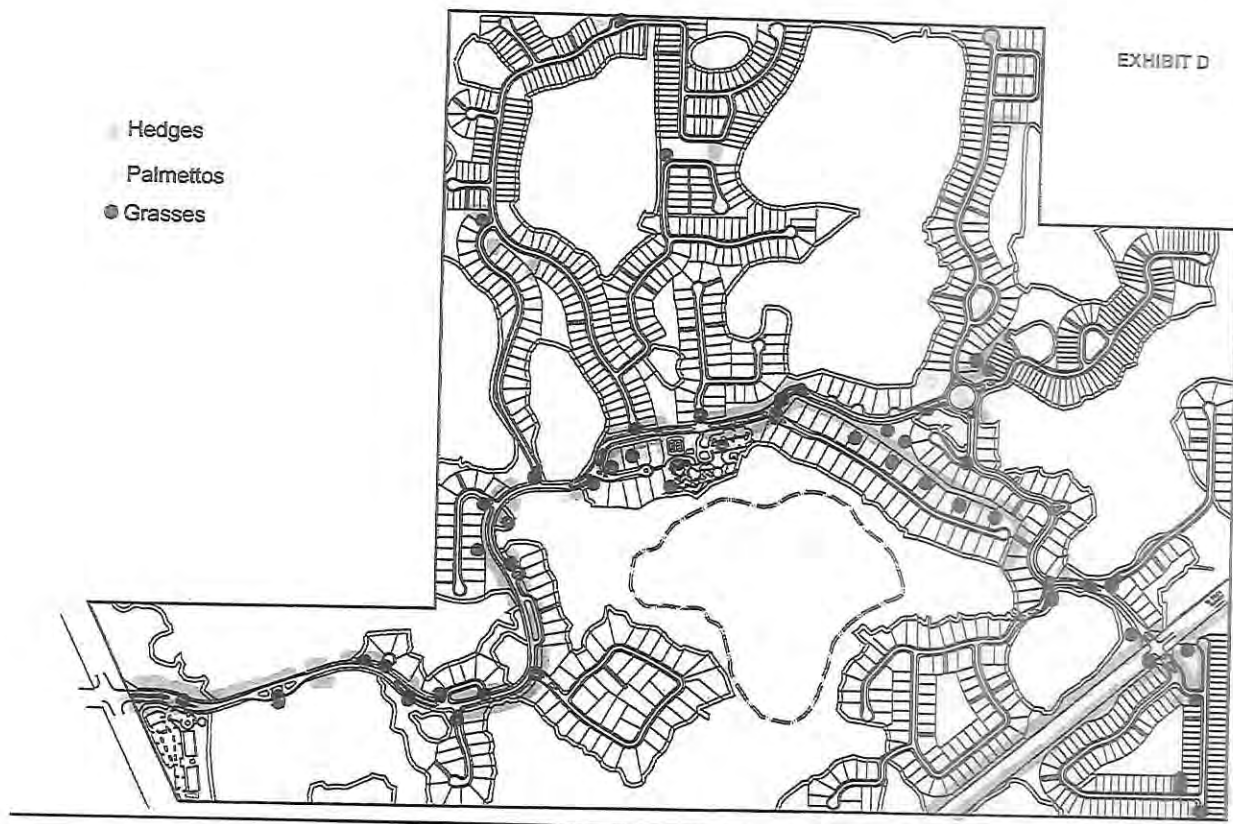
4. Front Entrance to Water's Edge - (Outbound lane), Including Wood Line

5. Americus - Citrus Blossom, CB/WW Park, Stoneleigh Park, Volleyball Park

Bed Map Notes

Thin Saw Palmettos - Bi-monthly
Trim Muhly Grass - Early summer - Other grasses every other month
Trim back Palm Trees - Mid-Oct. & early summer
Hedges & Weeds - Monthly
Lift tree limbs in winter - As needed in the summer
Deadhead flowers. Keep pots & boxes fresh & healthy - As needed
Clean beds, remove leaves, keep mulch defined, remove moss - Monthly
Pencil tip Cape Myrtles - As needed
Keep overhanging limbs on wood line cut back. Line trim wood line - Monthly





PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR QUESTIONNAIRE

***This questionnaire must be submitted in full with the Contractor's proposal.**

Company Name: Mainscape, Inc
Contact Person: Brandon Whaley
Address: 6604 Simmons Loop, Riverview, FL 33578
Phone: 407-508-0540
Fax: n/a
Email: bwhaley@mainscape.com

Your company is a: Corporation x Partnership _____ Sole Proprietor _____ LLC _____

What state is your company registered in as a business? Indiana

Years in Business 37

2017 Pasco County Area Landscape Maintenance Revenue \$ 380,000+

2017 Pasco County Area Landscape Maintenance Revenue 80 % Landscape Installation, Ancillary Services 20 %

2018 Pasco County Area Landscape Maintenance Revenue(est) \$ 500,000+

2018 Pasco County Area Landscape Maintenance Revenue 80 % Landscape Installation, Ancillary Services 20 %

REFERENCES (Tampa Bay Area similar projects)

Client Name and Address: Ridge at Wiregrass, 30451 Sunland Court, Wesley Chapel, FL 33543
Contract Amount \$ 500,000+
Contact Person Marisa Lufkin, Manager
Contact Phone 813-477-9747
Contact Email marisa.lufkin@glhomes.com

Client Name and Address: Valencia Lakes, 16003 Valencia Club Dr. Wimauma, FL 33598
Contract Amount \$ 2,000,000+
Contact Person Robert Zysk, Board President
Contact Phone _____
Contact Email zyskrobert1@gmail.com

Client Name and Address: River Strand, 7155 Grand Estuary Trail, Bradenton, FL 34212
Contract Amount \$ 1,000,000+
Contact Person William "Bill" Capresecco, Landscape Chairman
Contact Phone 856-373-3412
Contact Email wcapresecco@gmail.com

If awarded this contract what percentage of your Pasco County Area total maintenance sales would it represent? 30 %

Does your company have the personnel and equipment to perform all the services listed in the specifications "in-house"? Yes

Total number of Pasco County Area field personnel 16

What is the anticipated crew size for your regular mowing schedule? 10

What is the anticipated crew size for your regular detail schedule? 2 daily or 8 weekly

Total number of trucks servicing the Pasco County Area 6

Does your company have a Certified Arborist on staff? Yes

Does your company own all or most of the equipment to prune tall palm and hardwood trees? Yes

If yes to question above, list equipment:

Polesaw, chainsaw, ladders, safety equipment

How many properties do an average account manager oversee? Qty 2 Total dollar value \$ 1.5 mil

What are the functions of an account manager at your company?

Customer communication, planning and scheduling of work, work with staff to complete work confirming quality and safety, safety training, equipment care, payroll reporting, financial responsibility, report to Branch Manager, monitor all aspect of maintenance, water management, fertilization programs, and training and advancement of crew members.

What is typical turnaround time for ancillary work such as shrub and sod installation, once approved? 5 to 10 business days

Does your company employ formal training and certification procedures for employees? Yes

If yes, briefly describe Initial Onboarding, Safety, Irrigation, Pest Control, Annual Safety Rodeo, AWARE training, Leadership

How far is the office from where you would dispatch crews to Preserve at Wilderness Lake? 22 miles

What is the value of the average full-service maintenance contract for your company? \$ 400,000

What percentage of your full-service maintenance accounts are Community Development Districts? 6 %

What is the name and value of your two largest full-service maintenance accounts? Length of service?

Name	Value	Length of service
1. Valencia Lakes	\$2,000,000+	6
2. Verona Walk	\$2,000,000+	3

Does your company employ any sub-contractors to perform work on your full-service landscape maintenance contracts? Yes

If yes, what kind of work do the sub-contractors perform for your company? Tall Palm, mulch installation, and annual flower install, electrical, plumbing (non-irrigation), screen repair, window repair

Has your company ever been cited by OSHA or any other entity for workplace safety related issues within the past three years? 0

If yes, please explain the issue and how it was resolved. _____

Has your company filed a lawsuit against a Client or has a Client ever filed a lawsuit against your company within the past three years? No

If yes, please fully explain the issue and how it was resolved. _____

Are you willing to supply financial documents for your company, if requested? Yes

Bank Reference The National Bank of Indianapolis

Vendor Financial Reference Site One Landscape Supply

I certify that all the information listed is true and accurate. Providing false information shall lead to disqualification from the bidding process.

Signature 

Print Name Brandon Whaley

Company Name Mainscape, Inc Date 11/01/2018

Maintenance Proposal Evaluation Criteria

1. **Personnel** (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. **Experience** (20 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. **Understanding of Scope of Work** (15 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. **Price** (20 total points)

Points available for price will be allocated as follows:

5. **Reasonableness** (15 total points)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in the proposal received

Total Points (100 points)



October 31, 2018

To Whom It May Concern:

This letter is to confirm that Mainscape Inc. complies with the United States Employment Eligibility Verification Program commonly referred to as the I-9 program for all employees linking the employees working for the Contractor and/or its Subcontractors in the Preserve at Wilderness Lake CDD.

If you have any questions or need further information, please feel free to contact me at 317-577-3155.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Torrance", followed by a horizontal line.

Bruce Torrance
CFO
Mainscape, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2018

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 McGowan Insurance Group Inc 355 Indiana Avenue Suite 200 Indianapolis IN 46204	CONTACT NAME: Kathy Hoyer PHONE (A/C, No, Ext): (317) 464-5000 E-MAIL ADDRESS: kathyhoyer@mcgowaninc.com FAX (A/C, No): (317) 464-5001
INSURED Mainscape, Inc.; Mainscape Fishers, LLC 13418 Britton Park Road Fishers IN 46038	INSURER(S) AFFORDING COVERAGE INSURER A: The Florists' Mutual Insurance Co NAIC #: 13978 INSURER B: Philadelphia Insurance Co. 18058 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2018-19 IN 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 SUBR INSD 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 <input checked="" type="checkbox"/> Landscape Design E & O Incl <input checked="" type="checkbox"/> Pesticide Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BP13716	10/01/2018	10/01/2019	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 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
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		FMA00009633	10/01/2018	10/01/2019	BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EX09712	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	WCN3074518	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or rented Equip B Employee Dishonesty		BP13716 / PHSD1384826	10/01/2018	10/01/2019	Limit (\$1,000 Ded) \$150,000 Limit \$1,000,000

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

The following apply when required by written contract, subject to policy terms and conditions: General Liability Additional insured on a primary and non-contributory basis (including Completed Ops) and Waiver of Subrogation in favor of additional insured per form L2031 (07/12); Automobile Liability Additional insured per form CA2048 (10/13) and primary, non-contributory per form CA0449 (11/18) and Waiver of Subrogation per form AMA-WOS (12/14).

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES ONLY

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

2018 - 2019 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2019

OCC. CODE

280.030001 LAWN MOWING/LANDSCAPING SERVICE MORE THAN 3 EMPL(15 Employees

Hazardous Waste Surcharge 80.00
Law Library Fee 40.00
0.00

ACCOUNT NO.	240467
RENEWAL	

BUSINESS

MAINSCAPE INC
6604 SIMMONS LOOP
RIVERVIEW, FL 33578

2018-2019

NAME

MAINSCAPE INC

MAILING

13418 BRITTON PARK RD

ADDRESS

FISHERS, IN 46038

Paid 17-0-259099
07/03/2018 120.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-636-6200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



**Hillsborough
County Florida**

BUILDING SERVICES DIVISION

**CERTIFICATE OF
COMPETENCY**

IRRIGATION CONTRACTOR

SP14293
Certificate Number

08/31/2019
License Expiration Date

Issued to: GODDARD GREGORY
DBA: MAINSCAPE INC

Workers' Comp: 10/01/2018

Issuing Officer

CUT ALONG OUTER DOTTED LINES, FOLD ALONG THE MIDDLE DOTTED LINE,
PLACE IN WALLET

SIGN YOUR CARD

This card is non-transferable and is revocable for cause

The contractor listed hereon will be held responsible for all permits issued under this card. If this card is lost or stolen, notify the Hillsborough Co. Contractor Licensing Team immediately at (813) 635-7308/7309. Your card must be renewed prior to the expiration date shown on the front.

Signature - not valid unless signed

CERTIFICATE OF COMPETENCY
HILLSBOROUGH COUNTY, FLORIDA

Type: IRRIGATION CONTRACTOR

NO PERMIT UNTIL STATE REGISTERED, IF APPLICABLE

SP14293

Certificate No.

08/31/2019

Expiration Date

Issued To:

GODDARD GREGORY

DBA: MAINSCAPE INC

Workers' Comp:

10/01/2018

Issuing Officer

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
February 29, 2016

File No.
LF242643

Expires
February 26, 2020

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: February 26, 2020

ANGEL VELEZ-VARQAS
6604 SIMMONS LOOP
RIVERVIEW, FL 33578


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
April 10, 2017

File No.
LF257794

Expires
April 7, 2021

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: April 7, 2021

MIKELL WILLIAM JOHNSON
6321 YELLOW BUCKEYE DR
RIVERVIEW, FL 33578


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 18, 2018	JB225678	December 31, 2018

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: December 31, 2018 AT

6604 SIMMONS LOOP
RIVERVIEW, FL 33578

Lawn and Ornamental

MAINSCAPE, INC
6604 SIMMONS LOOP
RIVERVIEW, FL 33578


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 18, 2018	JE142614	December 31, 2018

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
December 31, 2018 AT

MAINSCAPE, INC
RIVERVIEW, FL 33578

Certified Operator

JAY RICHARD ARTHURS
MAINSCAPE, INC
6604 SIMMONS LOOP
RIVERVIEW, FL 33578


ADAM H. PUTNAM, COMMISSIONER

ORIGINAL

**Preserve at Wilderness Lake Community Development District
Land O' Lakes, Florida**

**REQUEST FOR PROPOSAL 2019/2020
LANDSCAPE MAINTENANCE**

**RFP
LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS
CONTRACTOR QUESTIONNAIRE
MAINTENANCE PROPOSAL EVALUATION CRITERIA**

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
Land O' Lakes, FL

REQUEST FOR PROPOSAL-2019/2020 LANDSCAPE MAINTENANCE

LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS

TABLE OF CONTENTS

Pages 3-6	Request for Proposal
Page 7	Site Map
Pages 8-25	Landscape Contract, Landscape Specifications and Pricing Matrix
Pages 26-29	Exhibit A-D
Pages 30-32	Contractor Questionnaire
Page 33	Maintenance Proposal Evaluation Criteria

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PSA HORTICULTURAL

Landscape Consulting & Contract Management
"Protecting Your Landscape Investment"

720 Brooker Creek Blvd, Suite 206
Oldsmar, FL 34677

October 2018

REQUEST FOR PROPOSAL (RFP): PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

RE: LANDSCAPE MAINTENANCE

1.1 Introduction:

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT ("the Client") is seeking proposals for Landscape Maintenance. The property is located at 21320 Wilderness Lake Boulevard, in Land O' Lakes, Florida. The maintenance scope consists of grounds maintenance, pest control, irrigation maintenance, mulch installation and arbor care. The maintenance procedures shall be performed on the common grounds within the community.

The objective of this Landscape Maintenance Agreement is to provide the Client with on-going continuous proactive service, which shall ensure the Client's property is kept in an attractive condition at all times. Additional reporting forms shall be provided to the selected Contractor. The Contractor shall provide full-service grounds maintenance services. The charges for these services shall be all inclusive as described in the Landscape Maintenance Agreement. The Landscape Maintenance Agreement between **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**, and the selected Contractor shall be performance-based, in order to assure quality care and contract compliance.

The Contractor shall meet or exceed the expectations set by the **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT** by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practice per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS).

This RFP includes: the landscape contract with specifications, a site map, and a Contractor questionnaire.

1.2 Term of Agreement:

The term of this Agreement shall be **twenty-four (24) months**, commencing on January 1, 2019 and ending on December 31, 2020. It shall not automatically renew. Payment shall be made to the Contractor in twenty four equal monthly payments. Upon expiration of this agreement, the Contractor may work on a monthly

month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

The Client reserves the right to change the scope and commencement date of this agreement.

1.3 Site Inspection:

All bidders shall have the obligation to visit the job site in order to become familiar with the project. A site tour shall be held on October 19, 2018 at 9:00 a.m. **Attendance is mandatory if you plan on submitting a bid on this project.** The meeting point shall be at the Wilderness Lake Lodge Theater, 21320 Wilderness Lake Boulevard Land O' Lakes, Florida. During the inspection, bidders may ask questions regarding the site or the bidding process. A PSA representative shall also be available to answer questions via e-mail only up to October 26, 2018 at 5:00 pm. The questions may not relate to any specific financial or landscaping component that may give that company an unfair bidding advantage. All bidders shall be informed of the question and answer via e-mail by 12:00 pm on October 29, 2018.

Bidders are not permitted to contact any member of the Preserve at Wilderness Lake CDD, Board of Supervisors or the management company. Any questions or concerns shall be addressed to PSA.

Please contact Tom Picciano at tom@psagrounds.com by 5 pm on October 18, 2018 if you intend to submit a bid on this project.

1.4 Scriveners Error:

Any minor scriveners error or typographical error found in these documents shall not affect the context of this agreement. In the event the error requires a substantial correction, the corrected narrative shall be forwarded to all parties and the appropriate adjustments shall be made by all parties.

1.5 Substitutions:

No substitutions may be made to the quantities, materials, or frequencies during the bidding process.

1.6 Contractor Questionnaire:

The Contractor shall submit the completed Contractor questionnaire along with his bid forms.

1.7 Insurance:

Bidders must include proof of commercial liability insurance and commercial vehicle insurance (each with a minimum of \$1million coverage) and Worker's Compensation Insurance with their submitted bid. The successful bidder will be required to name the Client as an additional insured party under the commercial general liability policy.

1.8 Employment Eligibility Compliance:

Bidders must include a statement on their company letterhead, signed by a company principal, stating that they will comply with the United States Employment Eligibility Verification Program commonly referred to as the I-9 program for all employees who will be working for the Contractor and/or its sub-Contractors in the Preserve at Wilderness Lake CDD.

1.9 License:

The Contractor and/or its sub-Contractors shall be a holder(s) of all pertinent licenses needed to operate a lawfully landscape maintenance business in Lee County, Florida. This includes but is not limited to occupational, county, city, state irrigation, and pest control licenses.

1.10 Pricing Instructions:

Bidders shall submit their prices on the appropriate forms. All of the bidder's prices shall cover all charges including, applicable taxes, insurance, overhead and profit. No fuel surcharges shall be accepted as a condition of this Agreement. The Contractor guarantees that their pricing shall not increase during the term of this Agreement. ***Annual costs shall be equally divided into 12 monthly charges. There shall be no price increases for the 2-year term of this contract.**

1.11 Instructions:

Sealed bids shall be delivered by mail, delivery service or by hand to the office of PSA, 720 Brooker Creek Blvd. Suite 206, Oldsmar FL, 34677. The deadline for submission is November 1, 2018 by 3:00 pm. Bids received after the deadline shall be rejected. One (1) original, seven (7) hard copies and one (1) digital PDF copy (USB flash drive preferred included in the sealed package) of the Landscape Maintenance Agreement, with each page initialed, the last page signed, and all pricing blanks filled in, shall be submitted along with One (1) original, seven (7) hard copies and one (1) digital PDF copy of a completed Contractor Questionnaire, Employment Eligibility Verification Statement, appropriate certificates of insurance, and copies of all pertinent business, pest control and irrigation licenses. Submit these copies in a single envelope and shall bear the name of the Contractor on the outside of the sealed package. Mark the lower right-hand corner of your bid envelope **"PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT 2019/2020"**. Do not include any other documents other than the requested material in this envelope.

Staple each set of copies in the upper left-hand corner. Do not bind proposal copies in any way other than stapling. **Do not include any photographs, marketing materials or any other materials other than what is being requested.**

The bidder may include marketing materials for review by the Client. **These materials may not be included in the bid envelope.** They must be submitted in a separate envelope.

The Client is under no obligation to select the lowest bidder. The Client reserves the right to ask for modifications of the proposals. The Client reserves the right to review the proposals for a period of up to sixty (60) days, in order to review the qualifications and references of the bidders. Faxed bids shall not be accepted.

All bids shall be mailed, or hand delivered to:

PSA / Attn: Tom Picciano
720 Brooker Creek Blvd. #206
Oldsmar, FL 34677
tom@psagrounds.com
727-505-1532

1.12 Uniforms:

All of the Contractor's personnel and sub-Contractors shall be fully uniformed while they perform work at the job site. A crew leader must be distinguishable from other crewmembers by the wearing of a different uniform shirt.

1.13 Materials:

It is the responsibility of the Contractor to confirm all measurements and quantities.

1.14 Safety Program:

The Contractor shall maintain an adequate safety program for all employees and other individuals working under this Agreement. Contractor shall provide employees with all the necessary safety equipment and safety clothing needed in order to perform their jobs. Additionally, the Contractor shall utilize standard safety procedures and protocols to protect all persons in the vicinity of work being performed under this Agreement.



**LANDSCAPE MAINTENANCE SPECIFICATIONS FOR
PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

This agreement is made and entered into on this November 1 2018, by and between the Preserve at Wilderness Lake Community Development District "the Client" and Begley's Cleaning Service, Inc. to provide landscape maintenance services to its common grounds, located in Oldsmar, Florida. The Contractor agrees to work under the supervision of PSA Horticultural Inc., referred to herein as PSA.

The term of this agreement shall be for twenty-eight months, commencing on January 1, 2019 and ending on December 31, 2020. This agreement is not self-renewing.

Part I Warranties, Indemnification and Insurance

A. Warranty:

Contractor warrants that all work performed under this agreement shall be free from defects in workmanship and material and shall be performed in accordance with industry standards and these specifications.

B. Indemnification:

The Contractor shall indemnify and hold Client harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the Client; in connection with any liability arising out of injuries sustained by any person in or about the property; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Client by reason of the services provided to the Client, except when due to gross negligence or malfeasance of the Client. The Contractor will carry all necessary liability and Worker's Compensation insurance adequate to equally protect the interests of the Client.

All dispute resolution will be in accordance with the laws of the State of Florida. In the event of any dispute, Client shall have the right to litigate such claims in any state or federal court in Pinellas County, Florida and Contractor consents to the exclusive and mandatory venue in such courts.

C. Insurance:

The Contractor shall provide and maintain "Worker's Compensation Insurance" for all of his employees at this site, during the term of this agreement.

The Contractor shall provide and maintain a comprehensive and General Liability Insurance Policy during the term of this agreement, insuring Contractor, its employees and any sub-contractor and its employees performing services under this agreement and from all damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement.

D. License:

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation, and pest control licenses.

E. Pre-Existing Conditions:

The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement, unless this contract serves as a "renewal" contract from the year before, even though the past contract was not automatically renewed. Upon mutual-agreement, a written list of these pre-existing conditions will be prepared for by the Client for the Contractor to resolve at the Client's expense, unless the Contractor is the same as the prior year's Contractor. The Contractor shall have a grace period to complete all contractual pre-existing conditions, that do not involve additional expense to the Client, by February 15, 2019 and PSA will not impose any penalties on the Contractor before this date. If these conditions are not repaired and/or otherwise resolved satisfactorily to the Client and completed accordingly, then the Contractor will be subject to penalties according to the PSA contract and as stipulated in this contract.

F. Scheduling:

Upon mutual agreement between the Contractor and the Client, a regular maintenance service day will be selected. The client shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected. **Prior to the beginning of each contract year Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control and Irrigation System Maintenance for the upcoming year. This schedule will include anticipated service dates and services to be provided.**

The Contractor shall make every effort to provide the Client with the same crews for each component of the maintenance operations, grounds maintenance, pest control and irrigation. A supervisor shall be on site at all times during any maintenance operation.

Landscape Specifications

The Contractor shall meet and/or exceed the expectations set by the Preserve at Wilderness Lake Community Development District. The community expects its residents to be able to reside and relax in an environment surrounded by healthy green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the "manicured" and the "natural" areas of the community.

The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Reference Material: Best Management Practices for Protection of Water Resources in Florida.

Part II – Lawn Maintenance

Mowing, Edging and Trimming: Contractor will mow all turf areas weekly, beginning on March 1st and ending on October 31st. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing

cut grass into planting beds, ponds and drainage ditches. During the non-growing season, from November 1st through February 28th, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove litter branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract. **The entire property must be mowed, trimmed, edged and blown off in a single day.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

Value of single mow- line trim, hard and soft edge, blow clean \$ 8,400.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger during the alternate week, when hard edging is not being performed. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially. Contractor will clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

Where natural wooded areas adjoin the finished turf area, the turf shall be mowed all the way to the woodline and any un-mowed higher grass along the edge of the woodline shall be line trimmed down, leaving a neat transition into the woodline. This will prevent the encroachment of the natural areas into the finished landscape. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially.

The Contractor will be required to use the properly sized mowing equipment. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

B. Turf Insect, Disease and Weed Control: The Contractor will inspect lawn areas each visit for indications of pest and problems and treat accordingly. Preventative and spot treatments shall be performed for chinch bugs and grubs.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F–70°F for 4 or 5 consecutive days.

Any St Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

Turf dying in areas where third parties are amending settings on timers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Only herbicides labeled for higher temperature use shall be used when temperatures excess 85° F. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

As a condition of this agreement the turf area location between the clubhouse basketball court and the clubhouse main entry shall be core aerated once a year.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # JB157501 Expiration Date 01-31-2019

D. Turf Fertilization: Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf

APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass	--	--	C		--	SRN	--		--	C	--	--
St. Augustine Grass	--	C	--	N	SRN	--	Fe	SRN	--	C	--	--

*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be**

based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

Part III – Landscape Plant Maintenance Trees, Palms, Shrubs, Ground Covers

A. Fertilization: Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. All shrub, tree and groundcover fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

B. Pest, Disease and Weed Control: Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week. Weeds over three inches tall shall be hand-pulled.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

The Contractor shall not be responsible for the replacement of any tree, shrub or groundcover that suffers damage from an insect or disease for which there are no effective control products, such as ganoderma, lethal yellowing and fusarium wilt, etc. Contractor shall immediately bring to the attention of the Client all infected and/or damaged landscape items caused by insects or disease along with a plan to eradicate or mitigate the condition. Contractor shall be responsible for employing Green Industry Best Management Practices to mitigate the spread of such pests and/or diseases.

Fire ant mounds in the beds shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

A light-colored tracker dye shall be used with all Roundup (and comparable products) applications.

C. Pruning: All pruning of tree and shrubs will follow ANSI recommendations and University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, on a monthly basis. **Shrubs in their flowering cycle shall not be pruned until blooming is complete.** Shrubs, groundcovers and vines shall be trimmed on a schedule so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to it proper proportions. The Contractor will remove all pruning litter.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

Palm pruning will be done two (2) times per year to remove only dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet-tall palms. On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. "Hurricane" pruning is not acceptable. All palm trees shall be pruned with the remaining palm fronds left in the 9 and 3 o'clock position. No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter. **See Exhibit A.**

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15). Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly, "hat racked"

Ornamental grasses shall be cut back three times per year with the exception of all Muhly grass, which shall be cut back once per year in the spring. This will ensure a healthy full plant in the growing season.

All woodline vegetation which encroaches over any mowable turf area(s) or planting bed(s) shall be pruned back to the edge of the turf/bed line at the woodline edge. In addition, all turf at the edge of the woodline shall be line trimmed back to the same line created by the vegetation pruning. The line trimming shall be performed at the same height as the mowing. This pruning shall be performed in accordance with the mowing frequency.

All tall palm pruning shall be pruned as a separate line item which will be paid separately from the monthly invoice. The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.

D. Mulching: All Client designated planting beds will be replenished with pine bark once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

All beds to be mulched are designated on **Exhibit B.**

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark. **The mulching service shall be invoiced separately and not included in the monthly service agreement fee.**

The CDD reserves the right to sub-contract mulch- installation.

Part IV- Seasonal Color

A. Annual Flowers: The installation of annuals shall be done four times per year with approximately nine thousand ten (9010) annuals being installed at each rotation. Major renovation of annual beds shall be performed once per year, in January. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be "topped off" as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. All annual shall be hand-watered at the time of installation. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

The annuals shall be installed in: December (prior to Christmas and no later than the first week of December), March, June and September.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and / or perennials)

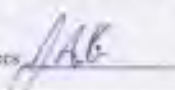
The seasonal color service shall be invoiced separately and not included in the monthly service agreement fee.

The CDD reserves the right to sub-contract seasonal color installation.

Part V- Irrigation System

A. Within forty-five (45) days of the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for preexisting conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a "time and materials" proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

As a condition of this maintenance agreement, within (60) sixty days after the Contractor commences work, they shall furnish a color-coded irrigation map to the Client. The locations of any new valves, new mainlines and new zones shall be designated on this map. All valve boxes shall be numbered and correspond to a number key on the map. Each timer shall have the zone number, the zone location and the zone run time posted within in. This information shall also be given to the Client and PSA Horticultural within the above-mentioned sixty days. The Contractor shall maintain this irrigation system map at all times and update it as needed when/if any new valves, mainlines, controllers or any



other major components are added, removed, repaired or replaced. Any updates to this information shall be given to the Client and PSA Horticultural within thirty (30) days.

B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, (within the first ten days of each month) and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the timer cover and report to the management company any changes on water timers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as head/emitter cleaning or replacement filter cleaning, lateral line leaks and timer adjustments shall be made at Contractor's expense. The Contractor will not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, mainline breaks, rain sensors or for the tracing of wires. Any four-inch spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

In addition, as a condition of this Agreement, the Contractor shall:

1. Replace any malfunctioning spray head located within the turf with a 6-inch spray head.
2. Straighten any non-vertical head(s).
3. Raise any standpipes that are blocked by high vegetation or when appropriate the vegetation may be trimmed instead.
4. Keep the irrigation heads in the turf free of overgrowth by "runners"
5. Change the batteries in all battery-operated valves twice a year.
6. Change the batteries in all hard-wired controllers once each year or at any time after a power failure.
7. Flush out all drip irrigation zones during each monthly irrigation inspection.
8. Post the zone location and run times inside of each controller. This information shall also be submitted to the Client.
9. Support any standpipe that does not stay in a vertical position when under pressure by attaching a reinforcement bar attached to the standpipe with a zip tie.
10. Ensure that any drip irrigation tubing is buried under mulch and pinned into the soil.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business

days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines will result in the Contractor being penalized during the monthly inspection. During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. Pumping Systems: Contractor shall inspect and maintain all pump components monthly, within the first ten days of each month as part of this agreement. The Client shall be responsible for the costs of the repairs, and preventative maintenance. Contractor shall be responsible for hiring and overseeing any company hired to perform work on the pumping system. Any repairs that are performed due to neglect by the Contractor shall be borne by the Contractor. The Client shall be provided with a written cost estimate on pumping system repairs, before any work commences. All warranties associated with pumping components or repairs shall be assigned to the Client.

F. The Contractors Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

G. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

H. The Contractor shall notify the On-site Manager of any irrigation repairs and obtain approval prior to the commencement of the repair(s). The Contractor shall notify the On-site Manager when the repair(s) are completed.

I. Irrigation and/or landscape emergency contact phone number(s):

#407-947-6443 (irrigation) #352-989-6244 (landscape)

Part VI- General Site Maintenance

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Guard house areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. Tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any animal carcasses

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Any large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA with a Weekly Contractor Report (provided by PSA) via email by 9am on the following Tuesday after each work week. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within five days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Saturday.

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

H. A representative of the Landscape Maintenance contractor shall attend CDD Board of Supervisor meetings when called upon to do so.

Part VIII-MONTHLY SITE INSPECTIONS

On a predetermined day twelve times per year, the Contractor, a Client representative and a representative of PSA, shall perform a thorough on-site inspection of all the landscaped areas and their various components. The Contractor is required to have a company representative at each inspection. PSA shall perform a quantitative inspection of the grounds at this time. The Contractor shall be responsible providing a four-wheeled utility vehicle for each inspection. **The Contractor shall be given at least two business days (48 hours) notice of the inspection.**

The scoring system is based on an aggregate point total: 1=Poor, 2=Good, 3=Excellent. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month.

The scoring is based on the **proportion** of the property that has deficiencies, **and the magnitude of the deficiency**. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.

1= Poor- This indicates that **2/3- all of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

2= Good- This indicates that **1/3-2/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

3= Excellent- This indicates that **none-1/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

The Contractor must achieve a score of 85% or higher (33 points or above) in order to receive their full monthly grounds maintenance payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be reduced by 20%. In addition, failing to achieve a 2 or 3 score in any scoring component shall result in a penalty of 10 % of the monthly grounds maintenance payment. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards. Contractor must have the deficiencies that were noted, corrected as stipulated on this landscape maintenance agreement within 14 days of recently completed inspection. This **Done Report** shall be signed off by the Contractor **certifying** that the deficiencies have been corrected within the allotted time. It must be received by PSA Horticultural no later than one day after the correction due date. If the certified Done Report is not received on time, the Contractor may be penalized 1 percent of their monthly payment deducted for the month of the late report. Uncorrected deficiencies carried over from a previous month,

Landscape Maintenance Pricing

*Annual costs must be equally divisible by 12.

There shall be no price increases for the 2-year term of this contract.

CONTRACTUAL SERVICES	Annual Cost	Monthly Cost Annual Cost/12
Grounds Maintenance	\$352,800.00	\$29,400.00
Irrigation System Inspections*	\$36,000.00	\$3,000.00
Hardwood Tree Pruning	\$36,000.00	\$3,000.00
TOTAL LANDSCAPE PROGRAM	\$424,800.00	\$35,400.00

*Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.

SUPPLEMENTAL SERVICES	Per Application or Event	Annual Total
Fertilization Program for Turf and Shrub (total of program outlined in the matrix's below)		\$79,645.00
Pest Control (all labor and materials) (If entire pesticide allowance is required)*	\$3,000.00	\$36,000.00
Tall palm pruning	\$12,050.00	\$24,100.00
Seasonal Color Program	\$18,020.00	\$72,080.00
Mulching Program-Apr 1000 cu. yards		\$50,000.00
Topdress-Oct 700 cu. yds		\$35,000.00

Pest Control- *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 allowances used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication of all weeds, pests and diseases after the allowance listed above has been exhausted.

Bahia Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15 + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$8,695.00
April	21-0-0	0.5 lbs / 1,000 sf	1,500 lbs	—
June	16-0-8	1.0 lbs / 1,000 sf	8,695 lbs	\$8,695.00
August	FeSO4	2 oz. per 3 gallon / 1,000 sf	800 lbs	—
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$8,695.00

St. Augustine Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$ 7,300.00
April	21-0-0	0.5 lbs / 1,000 sf	1,052 lbs	\$ 2,000.00
May	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$ 7,300.00
July	FeSO4	2 oz. per 3 gallon / 1,000 sf	560 lbs	\$ 1,000.00
August	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$ 7,300.00
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$ 7,300.00

Ornamentals

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$ 3,600.00
June	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$ 3,600.00
October	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$ 3,600.00

Palms

MONTH	FORMULA	APPLICATION RATE (1.5 LBS. / 100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$ 1,320.00
June	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$ 1,320.00
September	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$ 1,320.00
November	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$ 1,320.00

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

Specialty Plant Materials

MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$1,320.00
June	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$1,320.00
August	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$1,320.00
October	14-14-14	15 lbs/ 1000 sf	1,100 lbs	\$1,320.00

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

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

OTC Injections - (all labor and materials)

\$ 5,840.00 / Yr (based on quantities below)
(OTC Injections per specs- do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# of inoculations per quarter <u>per palm</u> (based on side) i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per individual inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix dactylifera 'medjool'	1	1	\$10.00	\$40.00
Sabal palmetto	145	1	\$10.00	\$5,800.00

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

There shall be no price increases for the 2-year term of this contract.

Supplemental Pricing

Add a second detail during each growing season month	\$ 4,200.00
Tall palm pruning -over 15' ea.	\$ 50.00
Install 4" annual-each	\$ 2.00
Install 6" annual -each	\$ N/A
Freeze protection for all annuals-supply and remove cloth. Per freeze event.	\$ 900.00
All treatment of Fire Ants (cost per year)	\$ 10,800.00
Core Aeration per 10,000 sq. ft.	\$ 25.00
Pine Bark-supply and install per cu. yd.	\$ 50.00
Pine Straw-supply and install per bale.	\$ 10.00
Supervisory labor per hour	\$ 50.00
General labor- per employee, per hour	\$ 35.00
Irrigation technician per hour	\$ 75.00
New valve-supply and install 1.5"	\$ 425.00
New valve-supply and install 2"	\$ 500.00
Valve solenoid -supply and install	\$ 75.00
Rain sensor-supply and install (wired & wireless)	\$ 125.00 \$ 175.00
Irrigation timer- supply and install 12 zone exterior	\$ 750.00
Irrigation timer- supply and install 24 zone exterior	\$ 1,150.00
Irrigation timer battery - supply and install	\$ 525.00
Storm Cleanup- per hour	\$ 40.00
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$.45
500 gallon water truck- per hour	\$ 75.00
1G shrub-supply, install, warrantied for contract term (ea.)	\$ 5.00
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 13.00
7G shrub-supply, install, warrantied for contract term (ea.)	\$ 40.00
15G shrub-supply, install, warrantied for contract term (ea.)	\$ 150.00
35G tree -Florida #1 install, warrantied for contract term (ea.)	\$ 320.00
45G tree-Florida #1 (install, warrantied for contract term (ea.)	\$ 650.00

Company Name Begley's Cleaning Service, Inc.
dba Millennium Grounds & Waters

Part X-Termination

The Client and/or the Contractor may terminate the Landscape Maintenance Agreement with sixty (60) days written notice, with or without cause, and must be received by either party via Certified Mail. The sixty (60) day notice shall commence on the day said written notice is received by either party.

In the event that the Contractor is purchased, merged or acquired in any way by another Company, the new Contractor must abide by this agreement. In the event that the Contractor is purchased, merged or acquired in any way by another Company, the Client may terminate the Landscape Maintenance Agreement with thirty days written notice at any time. The notice must be sent via Certified Mail. The thirty (30) day notice shall commence on the day said written notice is received by the Company.

Part XI-Agreement

The Contractor agrees to abide by all the terms of this agreement. The term of this contract shall begin on January 1, 2019 and expire on December 31, 2020, or upon termination pursuant to Part X herein above, whichever comes first. This agreement shall not automatically renew. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

This is not a valid agreement until signed by authorized personnel of Preserve at Wilderness Lake Community Development District. Initial all pages, including this one and also sign this page.

CONTRACTOR

Authorized Signature Joe Haynes

Name Joe Haynes

Title Sec 1 T102

Date 10/29/2018

Phone (407) 347-5980

E-mail joe@millenniumgw.com

PRESERVE AT WILDERNESS LAKE CDD

Authorized Signature _____

Name _____

Title _____

Date _____

Phone _____

E-Mail _____

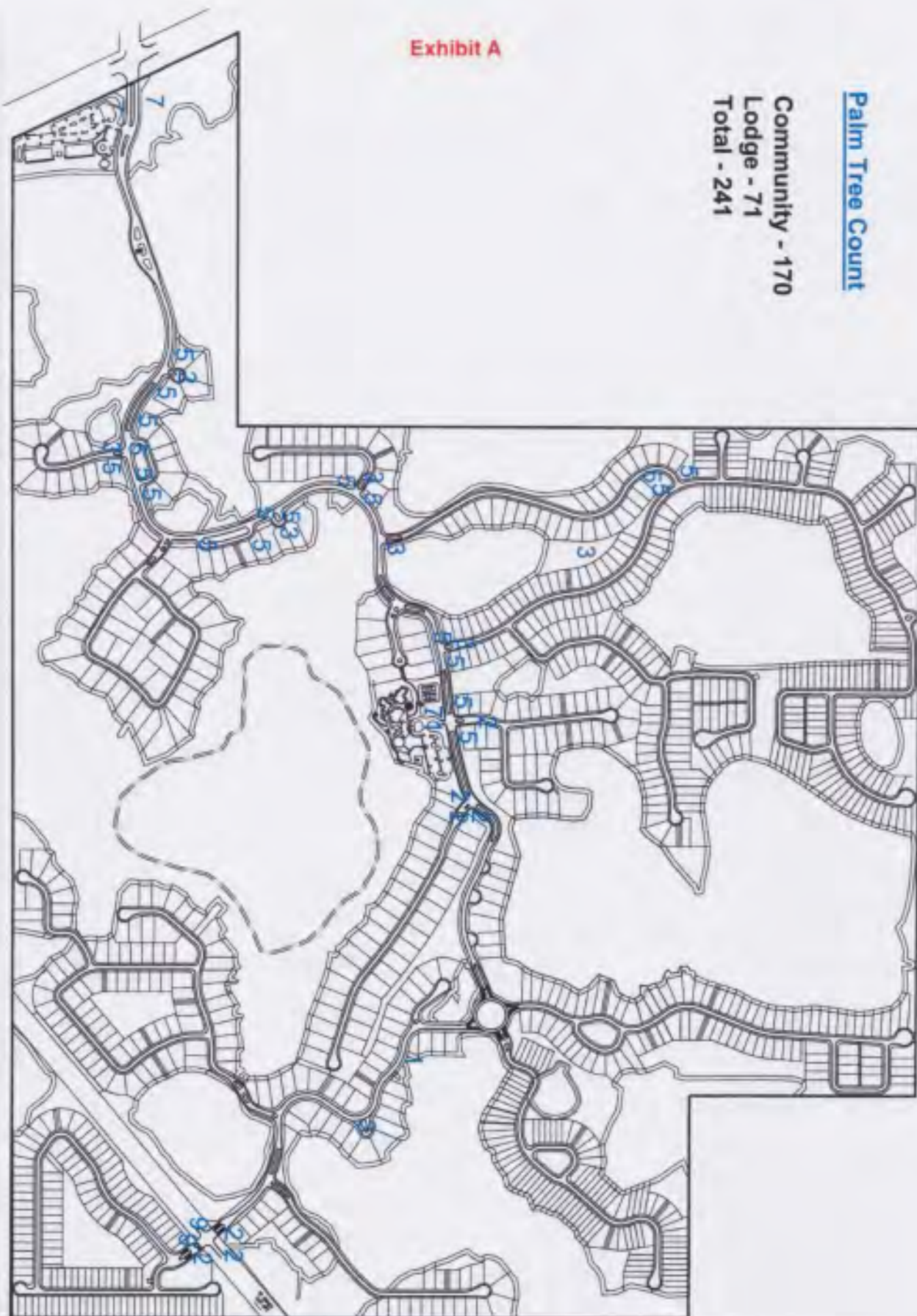
Palm Tree Count

Community - 170

Lodge - 71

Total - 241

Exhibit A



Wilderness Lake Preserve Mulching Map

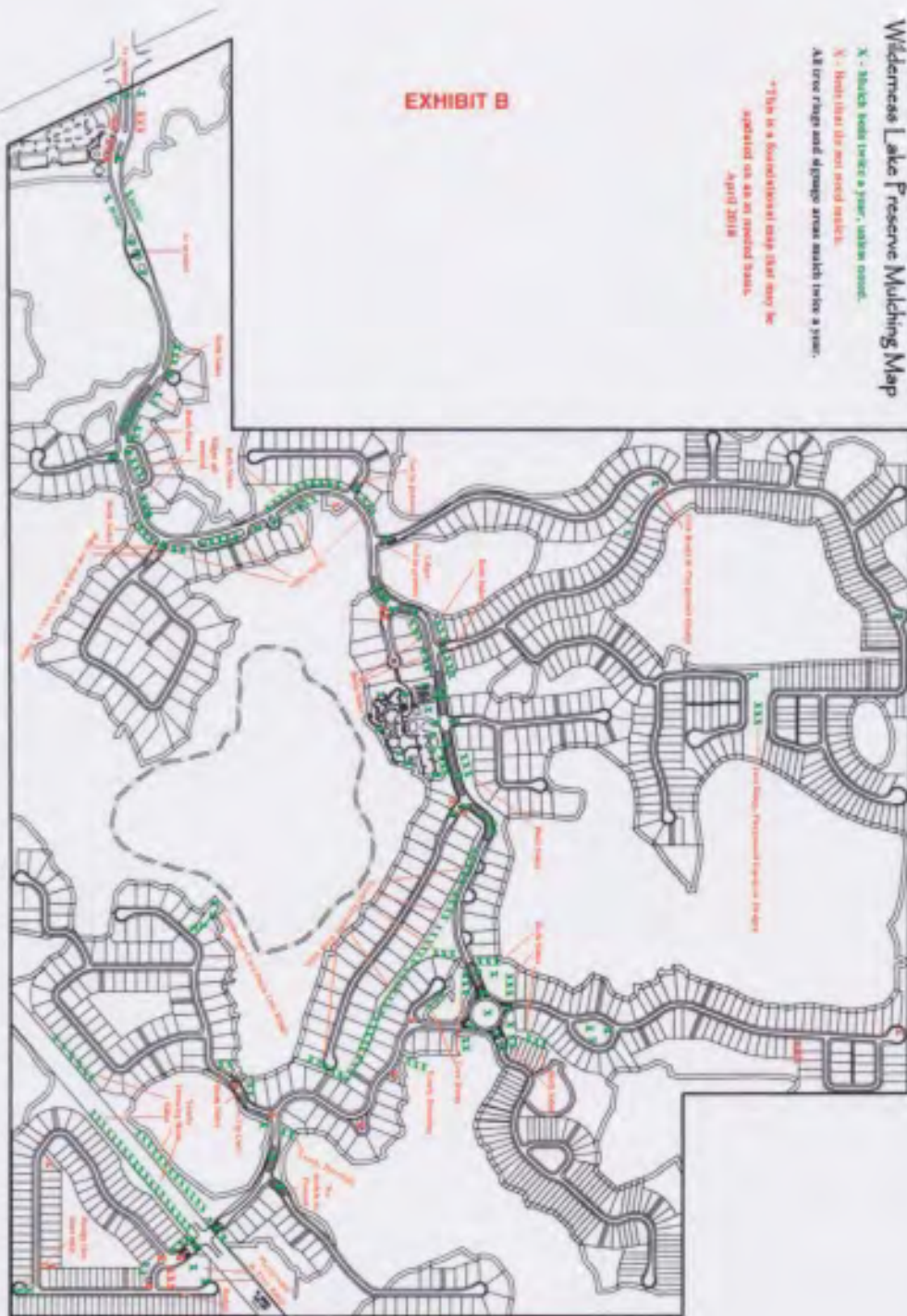
N - Number of data points in a year, within round.

X - Write down the next word in the series.

All error rings and all groups appear within a year.

• This is a Southernmost map that may be repeated on an as needed basis.
April 2016

EXHIBIT B



5 Section Schedule

1. Lodge, Kickliter, 2 Medians in front of the Lodge
2. Draycott, Round-about, Deerfield Berm, Small Hedge, Cul-de-sac
3. Cormorant Cove, Derwent Glen, Oakhurst, Woodsmeere, Sparrow Wood
4. Front Entrance to Water's Edge - (Outbound lane), Including Wood Line
5. Americus - Citrus Blossom, CB/WW Park, Stoneleigh Park, Volleyball Park

Bed Map Notes

This: See Palmados - Bi-monthly
 Trim Multy Grass - Early summer - Other grasses every other month
 Trim back Palm Trees - Mid-Oct. & early summer
 Hedges & Weeds - Monthly
 Lift tree limbs in winter - As needed in the summer
 Deadhead flowers - Keep pots & boxes fresh & healthy - As needed
 Clean beds, remove leaves, keep mulch defined, remove moss - Monthly
 Prune to Cape Myrtles - As needed
 Keep overhanging limbs on wood line cut back. Line trim wood line - Monthly



- Hedges
- Palmettos
- Grasses

EXHIBIT D



DAH

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR QUESTIONNAIRE

***This questionnaire must be submitted in full with the Contractor's proposal.**

Company Name: Begley's Cleaning Service, Inc.
dba Millennium Grounds & Waters
Contact Person: Rob Espanza
Address: 1904 Williams Road, Winter Garden, FL 34787
Phone: 407.625.1464
Fax: 407.347.5984
Email: rob@millenniumgw.com

Your company is a: Corporation ☒ Partnership _____ Sole Proprietor _____ LLC _____

What state is your company registered in as a business? Florida

Years in Business 21

2017 Pasco County Area Landscape Maintenance Revenue \$ N/A

2017 Pasco County Area Landscape Maintenance Revenue N/A % Landscape Installation, Ancillary Services N/A %

2018 Pasco County Area Landscape Maintenance Revenue(est) \$ N/A

2018 Pasco County Area Landscape Maintenance Revenue N/A % Landscape Installation, Ancillary Services N/A %

REFERENCES (Tampa Bay Area similar projects)

Client Name and Address: Hyangtic HOA, 1900 Kings Ridge Blvd., Clermont, FL 34711
Contract Amount \$ 250,000.00
Contact Person: Paul Andberg (HOA President)
Contact Phone: 352.250.7320
Contact Email: paul@andberg.org

Client Name and Address: Summit Greens, 1900 Summit Greens Blvd., Clermont, FL 34711
Contract Amount \$ 799,000.00
Contact Person: Cheryl Drake (Property Manager)
Contact Phone: 352.242.0672
Contact Email: cdrake@lclandmanagement.com

Client Name and Address: Kings Ridge Master Assoc., 1900 Kings Ridge Blvd., Clermont, FL 34711
Contract Amount \$ 200,000.00
Contact Person: Kim Myers (Property Manager)
Contact Phone: 352.242.9153
Contact Email: kmyers@lclandmanagement.com

If awarded this contract what percentage of your Pasco County Area total maintenance sales would it represent? 100 %

Does your company have the personnel and equipment to perform all the services listed in the specifications "in-house"? yes

Total number of Pasco County Area field personnel 0

What is the anticipated crew size for your regular mowing schedule? 10-15

What is the anticipated crew size for your regular detail schedule? 4-5

Total number of trucks servicing the Pasco County Area 0 at this time

Does your company have a Certified Arborist on staff? no

Does your company own all or most of the equipment to prune tall palm and hardwood trees? no

If yes to question above, list equipment:

How many properties do an average account manager oversee? Qty 6-10 Total dollar value \$500,000.00+

What are the functions of an account manager at your company?
Our account managers are the primary point of contact for all properties they manage. They are responsible for overseeing crews and ensuring all work on properties is complete in a timely fashion & communicate with representatives.

What is typical turnaround time for ancillary work such as shrub and sod installation, once approved?
15-30 days

Does your company employ formal training and certification procedures for employees? yes

If yes, briefly describe All employees go through onboarding + job-specific training

How far is the office from where you would dispatch crews to Preserve at Wilderness Lake? 70 miles

What is the value of the average full-service maintenance contract for your company? \$ 250,000.00+

What percentage of your full-service maintenance accounts are Community Development Districts? 0 %

What is the name and value of your two largest full-service maintenance accounts? Length of service?

Name	Value	Length of service
1. Summit Greens	\$799,000.00/year	4 years
2. Highgate HOA	\$230,000.00/year	5 years

Does your company employ any sub-contractors to perform work on your full-service landscape maintenance contracts? yes

If yes, what kind of work do the sub-contractors perform for your company? Tree-trimming services for trees over 10-12 feet in height.

Has your company ever been cited by OSHA or any other entity for workplace safety related issues within the past three years? no

If yes, please explain the issue and how it was resolved. _____

Has your company filed a lawsuit against a Client or has a Client ever filed a lawsuit against your company within the past three years? no

If yes, please fully explain the issue and how it was resolved. _____

Are you willing to supply financial documents for your company, if requested? yes

Bank Reference Jennifer Thomas - 561-623-1854

Vendor Financial Reference Stu Hawthorne, Main Street Mower - 407-654-9299

I certify that all the information listed is true and accurate. Providing false information shall lead to disqualification from the bidding process.

Signature [Signature]

Print Name Joe Haynes

Company Name Begley's Cleaning Service, Inc.
dba Millennium Grounds & Waters Date 10/29/2018

Maintenance Proposal Evaluation Criteria

1. **Personnel** (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. **Experience** (20 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. **Understanding of Scope of Work** (15 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. **Price** (20 total points)

Points available for price will be allocated as follows:

5. **Reasonableness** (15 total points)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in the proposal received

Total Points (100 points)



Millennium Grounds & Water
1904 Williams Road
Winter Garden, FL
Ph: 407.347.5980 Fax: 407.347.5984

October 30, 2018

Preserve at Wilderness Lake Community Development District
c/o: PSA Horticultural
720 Brooker Creek Blvd., Suite 206
Oldsmar, FL 34677

Re: Landscape Maintenance Services for Preserve at Wilderness Lake Community Development District – Employment Eligibility Statement

I hereby certify that I will utilize the United States Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

All persons, including subcontractors and their workforce, who will perform work for this contract: **Preserve at Wilderness Lake Community Development District 2019/2020**, within the state of Florida.

Begley's Cleaning Service, Inc.
dba Millennium Grounds & Waters

Name of Contractor:

Address of Contractor:

Authorized Signature:

Title:

Date:

1904 Williams Rd., Winter Garden FL 34786
[Signature]
Sec. / Treas.
10/30/2018

1904 Williams Road, Winter Garden, FL 34787
Office: 407.347.5980 | Fax: 407.347.5984

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
March 6, 2018

File No.
JB157501

Expires
January 31, 2019

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: January 31, 2019 AT

1904 WILLIAMS RD
WINTER GARDEN, FL 34787

MILLENNIUM GROUNDS & WATERS
1904 WILLIAMS RD
WINTER GARDEN, FL 34787

Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER

COPY

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

1812-0600190

COPY

EXPIRES 9/30/2018

1812 IRRIGATION SPRINKLER 2017 \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PENALTIES \$3.00
PREVIOUSLY PAID \$33.00
TOTAL DUE \$0.00

621 VIRGINIA WOODS LN (MOBILE)
U - ORLANDO, 32824

DUVALL JAMES E QUALIFIER

BEGLEYS CLEANING SERVICE INC
1904 WILLIAMS RD
WINTER GARDEN FL 34787

PAID: \$33.00 0099-00817298 10/27/2017

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

EXPIRES 9/30/2018

1812-0600190

1812 IRRIGATION SPRINKLER 2017 \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00
PENALTIES \$3.00
PREVIOUSLY PAID \$33.00
TOTAL DUE \$0.00

621 VIRGINIA WOODS LN (MOBILE)
U - ORLANDO, 32824

PAID: \$33.00 0099-00817298 10/27/2017

DUVALL JAMES E QUALIFIER

BEGLEYS CLEANING SERVICE INC
1904 WILLIAMS RD
WINTER GARDEN FL 34787



This receipt is official when validated by the Tax Collector.

Preserve at Wilderness Lake Community Development District
Land O' Lakes, Florida

REQUEST FOR PROPOSAL 2019/2020
LANDSCAPE MAINTENANCE

RFP
LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS
CONTRACTOR QUESTIONNAIRE
MAINTENANCE PROPOSAL EVALUATION CRITERIA

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
Land O' Lakes, FL

REQUEST FOR PROPOSAL-2019/2020 LANDSCAPE MAINTENANCE

LANDSCAPE CONTRACT
LANDSCAPE MAINTENANCE SPECIFICATIONS

TABLE OF CONTENTS

Pages 3-6	Request for Proposal
Page 7	Site Map
Pages 8-25	Landscape Contract, Landscape Specifications and Pricing Matrix
Pages 26-29	Exhibit A-D
Pages 30-32	Contractor Questionnaire
Page 33	Maintenance Proposal Evaluation Criteria

**The rest of this page is intentionally left blank*

PSA HORTICULTURAL

Landscape Consulting & Contract Management
"Protecting Your Landscape Investment"

720 Brooker Creek Blvd, Suite 206
Oldsmar, FL 34677

October 2018

REQUEST FOR PROPOSAL (RFP): **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

RE: **LANDSCAPE MAINTENANCE**

1.1 Introduction:

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT ("the Client") is seeking proposals for Landscape Maintenance. The property is located at 21320 Wilderness Lake Boulevard, in Land O' Lakes, Florida. The maintenance scope consists of grounds maintenance, pest control, irrigation maintenance, mulch installation and arbor care. The maintenance procedures shall be performed on the common grounds within the community.

The objective of this Landscape Maintenance Agreement is to provide the Client with on-going continuous proactive service, which shall ensure the Client's property is kept in an attractive condition at all times. Additional reporting forms shall be provided to the selected Contractor. The Contractor shall provide full-service grounds maintenance services. The charges for these services shall be all inclusive as described in the Landscape Maintenance Agreement. The Landscape Maintenance Agreement between **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**, and the selected Contractor shall be performance-based, in order to assure quality care and contract compliance.

The Contractor shall meet or exceed the expectations set by the **PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT** by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practice per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS).

This RFP includes: the landscape contract with specifications, a site map, and a Contractor questionnaire.

1.2 Term of Agreement:

The term of this Agreement shall be **twenty-four (24) months**, commencing on January 1, 2019 and ending on December 31, 2020. It shall not automatically renew. Payment shall be made to the Contractor in twenty four equal monthly payments. Upon expiration of this agreement, the Contractor may work on a monthly

month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

The Client reserves the right to change the scope and commencement date of this agreement.

1.3 Site Inspection:

All bidders shall have the obligation to visit the job site in order to become familiar with the project. A site tour shall be held on October 19, 2018 at 9:00 a.m. **Attendance is mandatory if you plan on submitting a bid on this project.** The meeting point shall be at the Wilderness Lake Lodge Theater, 21320 Wilderness Lake Boulevard Land O' Lakes, Florida. During the inspection, bidders may ask questions regarding the site or the bidding process. A PSA representative shall also be available to answer questions via e-mail only up to October 26, 2018 at 5:00 pm. The questions may not relate to any specific financial or landscaping component that may give that company an unfair bidding advantage. All bidders shall be informed of the question and answer via e-mail by 12:00 pm on October 29, 2018.

Bidders are not permitted to contact any member of the Preserve at Wilderness Lake CDD, Board of Supervisors or the management company. Any questions or concerns shall be addressed to PSA.

Please contact Tom Picciano at tom@psagrounds.com by 5 pm on October 18, 2018 if you intend to submit a bid on this project.

1.4 Scriveners Error:

Any minor scriveners error or typographical error found in these documents shall not affect the context of this agreement. In the event the error requires a substantial correction, the corrected narrative shall be forwarded to all parties and the appropriate adjustments shall be made by all parties.

1.5 Substitutions:

No substitutions may be made to the quantities, materials, or frequencies during the bidding process.

1.6 Contractor Questionnaire:

The Contractor shall submit the completed Contractor questionnaire along with his bid forms.

1.7 Insurance:

Bidders must include proof of commercial liability insurance and commercial vehicle insurance (each with a minimum of \$1million coverage) and Worker's Compensation Insurance with their submitted bid. The successful bidder will be required to name the Client as an additional insured party under the commercial general liability policy.

1.8 Employment Eligibility Compliance:

Bidders must include a statement on their company letterhead, signed by a company principal, stating that they will comply with the United States Employment Eligibility Verification Program commonly referred to as the I-9 program for all employees who will be working for the Contractor and/or its sub-Contractors in the Preserve at Wilderness Lake CDD.

1.9 License:

The Contractor and/or its sub-Contractors shall be a holder(s) of all pertinent licenses needed to operate a lawfully landscape maintenance business in Lee County, Florida. This includes but is not limited to occupational, county, city, state irrigation, and pest control licenses.

1.10 Pricing Instructions:

Bidders shall submit their prices on the appropriate forms. All of the bidder's prices shall cover all charges including, applicable taxes, insurance, overhead and profit. No fuel surcharges shall be accepted as a condition of this Agreement. The Contractor guarantees that their pricing shall not increase during the term of this Agreement. ***Annual costs shall be equally divided into 12 monthly charges. There shall be no price increases for the 2-year term of this contract.**

1.11 Instructions:

Sealed bids shall be delivered by mail, delivery service or by hand to the office of PSA, 720 Brooker Creek Blvd. Suite 206, Oldsmar FL, 34677. The deadline for submission is November 1, 2018 by 3:00 pm. Bids received after the deadline shall be rejected. One (1) original, seven (7) hard copies and one (1) digital PDF copy (USB flash drive preferred included in the sealed package) of the Landscape Maintenance Agreement, with each page initialed, the last page signed, and all pricing blanks filled in, shall be submitted along with One (1) original, seven (7) hard copies and one (1) digital PDF copy of a completed Contractor Questionnaire, Employment Eligibility Verification Statement, appropriate certificates of insurance, and copies of all pertinent business, pest control and irrigation licenses. Submit these copies in a single envelope and shall bear the name of the Contractor on the outside of the sealed package. Mark the lower right-hand corner of your bid envelope **"PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT 2019/2020"**. Do not include any other documents other than the requested material in this envelope.

Staple each set of copies in the upper left-hand corner. Do not bind proposal copies in any way other than stapling. **Do not include any photographs, marketing materials or any other materials other than what is being requested.**

The bidder may include marketing materials for review by the Client. **These materials may not be included in the bid envelope.** They must be submitted in a separate envelope.

The Client is under no obligation to select the lowest bidder. The Client reserves the right to ask for modifications of the proposals. The Client reserves the right to review the proposals for a period of up to sixty (60) days, in order to review the qualifications and references of the bidders. Faxed bids shall not be accepted.

All bids shall be mailed, or hand delivered to:

PSA / Attn: Tom Picciano
720 Brooker Creek Blvd. #206
Oldsmar, FL 34677
tom@psagrounds.com
727-505-1532

1.12 Uniforms:

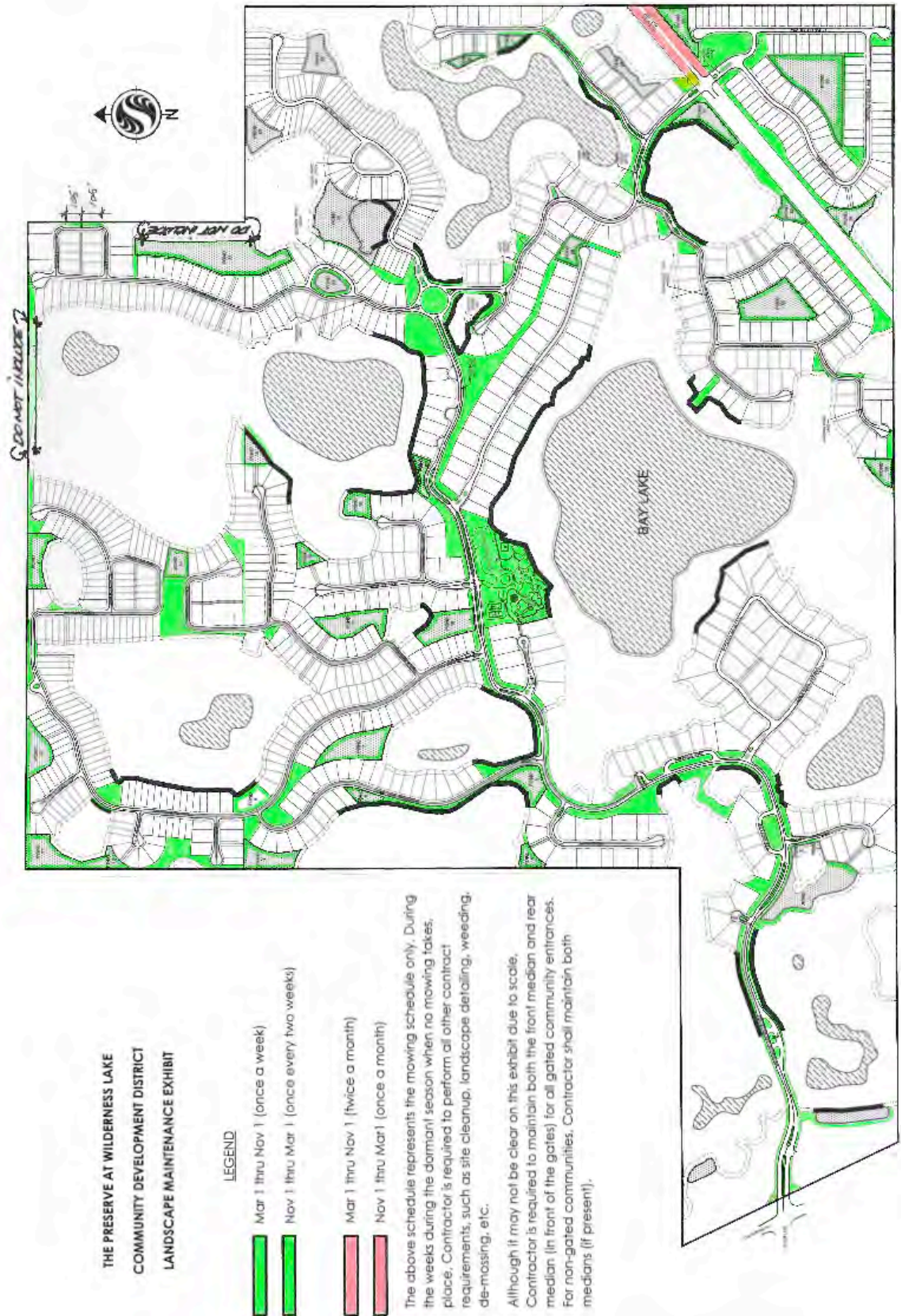
All of the Contractor's personnel and sub-Contractors shall be fully uniformed while they perform work at the job site. A crew leader must be distinguishable from other crewmembers by the wearing of a different uniform shirt.

1.13 Materials:

It is the responsibility of the Contractor to confirm all measurements and quantities.

1.14 Safety Program:

The Contractor shall maintain an adequate safety program for all employees and other individuals working under this Agreement. Contractor shall provide employees with all the necessary safety equipment and safety clothing needed in order to perform their jobs. Additionally, the Contractor shall utilize standard safety procedures and protocols to protect all persons in the vicinity of work being performed under this Agreement.



**LANDSCAPE MAINTENANCE SPECIFICATIONS FOR
PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT**

This agreement is made and entered into on this _____ 2018, by and between the Preserve at Wilderness Lake Community Development District “the Client” and _____ RedTree Landscape Systems LLC _____ to provide landscape maintenance services to its common grounds, located in Oldsmar, Florida. The Contractor agrees to work under the supervision of PSA Horticultural Inc., referred to herein as PSA.

The term of this agreement shall be for twenty-eight months, commencing on January 1, 2019 and ending on December 21, 2020. This agreement is not self-renewing.

Part I Warranties, Indemnification and Insurance

A. Warranty:

Contractor warrants that all work performed under this agreement shall be free from defects in workmanship and material and shall be performed in accordance with industry standards and these specifications.

B. Indemnification:

The Contractor shall indemnify and hold Client harmless of and from all expenses, court costs, attorney’s fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the Client; in connection with any liability arising out of injuries sustained by any person in or about the property; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Client by reason of the services provided to the Client, except when due to gross negligence or malfeasance of the Client. The Contractor will carry all necessary liability and Worker’s Compensation insurance adequate to equally protect the interests of the Client.

All dispute resolution will be in accordance with the laws of the State of Florida. In the event of any dispute, Client shall have the right to litigate such claims in any state or federal court in Pinellas County, Florida and Contractor consents to the exclusive and mandatory venue in such courts.

C. Insurance:

The Contractor shall provide and maintain “Worker’s Compensation Insurance” for all of his employees at this site, during the term of this agreement.

The Contractor shall provide and maintain a comprehensive and General Liability Insurance Policy during the term of this agreement, insuring Contractor, its employees and any sub-contractor and its employees performing services under this agreement and from all damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement.

D. License:

The Contractor and/or its sub-contractors shall be a holder(s) of all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation, and pest control licenses.

E. Pre-Existing Conditions:

The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement, unless this contract serves as a “renewal” contract from the year before, even though the past contract was not automatically renewed. Upon mutual-agreement, a written list of these pre-existing conditions will be prepared for by the Client for the Contractor to resolve at the Client’s expense, unless the Contractor is the same as the prior year’s Contractor. The Contractor shall have a grace period to complete all contractual pre-existing conditions, that do not involve additional expense to the Client, by February 15, 2019 and PSA will not impose any penalties on the Contractor before this date. If these conditions are not repaired and/or otherwise resolved satisfactorily to the Client and completed accordingly, then the Contractor will be subject to penalties according to the PSA contract and as stipulated in this contract.

F. Scheduling:

Upon mutual agreement between the Contractor and the Client, a regular maintenance service day will be selected. The client shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected. **Prior to the beginning of each contract year Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control and Irrigation System Maintenance for the upcoming year. This schedule will include anticipated service dates and services to be provided.**

The Contractor shall make every effort to provide the Client with the same crews for each component of the maintenance operations, grounds maintenance, pest control and irrigation. A supervisor shall be on site at all times during any maintenance operation.

Landscape Specifications

The Contractor shall meet and/or exceed the expectations set by the Preserve at Wilderness Lake Community Development District. The community expects its residents to be able to reside and relax in an environment surrounded by healthy green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida’s Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the “manicured” and the “natural” areas of the community.

The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Reference Material: Best Management Practices for Protection of Water Resources in Florida.

Part II – Lawn Maintenance

Mowing, Edging and Trimming: Contractor will mow all turf areas weekly, beginning on March 1st and ending on October 31st. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing

cut grass into planting beds, ponds and drainage ditches. During the non-growing season, from November 1st through February 28th, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove litter branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract. **The entire property must be mowed, trimmed, edged and blown off in a single day.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

Value of single mow- line trim, hard and soft edge, blow clean \$ 2,500.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger during the alternate week, when hard edging is not being performed. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially. Contractor will clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

Where natural wooded areas adjoin the finished turf area, the turf shall be mowed all the way to the woodline and any un-mowed higher grass along the edge of the woodline shall be line trimmed down, leaving a neat transition into the woodline. This will prevent the encroachment of the natural areas into the finished landscape. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially.

The Contractor will be required to use the properly sized mowing equipment. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

B. Turf Insect, Disease and Weed Control: The Contractor will inspect lawn areas each visit for indications of pest and problems and treat accordingly. Preventative and spot treatments shall be performed for chinch bugs and grubs.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F–70°F for 4 or 5 consecutive days.

Any St Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

Turf dying in areas where third parties are amending settings on timers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Only herbicides labeled for higher temperature use shall be used when temperatures excess 85° F. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

As a condition of this agreement the turf area location between the clubhouse basketball court and the clubhouse main entry shall be core aerated once a year.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # JF118508 **Expiration Date** June 1, 2019

D. Turf Fertilization: Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf

APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass												
	--	--	C		--	SRN	--		--	C	--	--
St. Augustine Grass												
	--	C	--	N	SRN	--	Fe	SRN	--	C	--	--

*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be**

based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

Part III – Landscape Plant Maintenance **Trees, Palms, Shrubs, Ground Covers**

A. Fertilization: Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. All shrub, tree and groundcover fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

B. Pest, Disease and Weed Control: Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week. Weeds over three inches tall shall be hand-pulled.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

The Contractor shall not be responsible for the replacement of any tree, shrub or groundcover that suffers damage from an insect or disease for which there are no effective control products, such as ganoderma, lethal yellowing and fusarium wilt, etc. Contractor shall immediately bring to the attention of the Client all infected and/or damaged landscape items caused by insects or disease along with a plan to eradicate or mitigate the condition. Contractor shall be responsible for employing Green Industry Best Management Practices to mitigate the spread of such pests and/or diseases.

Fire ant mounds in the beds shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

A light-colored tracker dye shall be used with all Roundup (and comparable products) applications.

C. Pruning: All pruning of tree and shrubs will follow ANSI recommendations and University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, on a monthly basis. **Shrubs in their flowering cycle shall not be pruned until blooming is complete.** Shrubs, groundcovers and vines shall be trimmed on a schedule so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to it proper proportions. The Contractor will remove all pruning litter.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be “detailed” every week during the growing season.

Palm pruning will be done two (2) times per year to remove only dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet-tall palms. On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. “Hurricane” pruning is not acceptable. All palm trees shall be pruned with the remaining palm fronds left in the 9 and 3 o’clock position. No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter. **See Exhibit A.**

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15). Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly, “hat racked”

Ornamental grasses shall be cut back three times per year with the exception of all Muhly grass, which shall be cut back once per year in the spring. This will ensure a healthy full plant in the growing season.

All woodline vegetation which encroaches over any mowable turf area(s) or planting bed(s) shall be pruned back to the edge of the turf/bed line at the woodline edge. In addition, all turf at the edge of the woodline shall be line trimmed back to the same line created by the vegetation pruning. The line trimming shall be performed at the same height as the mowing. This pruning shall be performed in accordance with the mowing frequency.

All tall palm pruning shall be pruned as a separate line item which will be paid separately from the monthly invoice. The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.

D. Mulching: All Client designated planting beds will be replenished with pine bark once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

All beds to be mulched are designated on **Exhibit B.**

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark. **The mulching service shall be invoiced separately and not included in the monthly service agreement fee.**

The CDD reserves the right to sub-contract mulch- installation.

Part IV- Seasonal Color

A. Annual Flowers: The installation of annuals shall be done four times per year with approximately nine thousand ten (9010) annuals being installed at each rotation. Major renovation of annual beds shall be performed once per year, in January. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be “topped off” as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. All annual shall be hand-watered at the time of installation. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

The annuals shall be installed in: December (prior to Christmas and no later than the first week of December), March, June and September.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and / or perennials)

The seasonal color service shall be invoiced separately and not included in the monthly service agreement fee.

The CDD reserves the right to sub-contract seasonal color installation.

Part V- Irrigation System

A. Within forty-five (45) days of the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for preexisting conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a “time and materials” proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

As a condition of this maintenance agreement, within (60) sixty days after the Contractor commences work, they shall furnish a color-coded irrigation map to the Client. The locations of any new valves, new mainlines and new zones shall be designated on this map. All valve boxes shall be numbered and correspond to a number key on the map. Each timer shall have the zone number, the zone location and the zone run time posted within in. This information shall also be given to the Client and PSA Horticultural within the above-mentioned sixty days. The Contractor shall maintain this irrigation system map at all times and update it as needed when/if any new valves, mainlines, controllers or any

other major components are added, removed, repaired or replaced. Any updates to this information shall be given to the Client and PSA Horticultural within thirty (30) days.

B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, (within the first ten days of each month) and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the timer cover and report to the management company any changes on water timers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as head/emitter cleaning or replacement filter cleaning, lateral line leaks and timer adjustments shall be made at Contractor's expense. The Contractor will not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, mainline breaks, rain sensors or for the tracing of wires. Any four-inch spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

In addition, as a condition of this Agreement, the Contractor shall:

1. Replace any malfunctioning spray head located within the turf with a 6-inch spray head.
2. Straighten any non-vertical head(s).
3. Raise any standpipes that are blocked by high vegetation or when appropriate the vegetation may be trimmed instead.
4. Keep the irrigation heads in the turf free of overgrowth by "runners"
5. Change the batteries in all battery-operated valves twice a year.
6. Change the batteries in all hard-wired controllers once each year or at any time after a power failure.
7. Flush out all drip irrigation zones during each monthly irrigation inspection.
8. Post the zone location and run times inside of each controller. This information shall also be submitted to the Client.
9. Support any standpipe that does not stay in a vertical position when under pressure by attaching a reinforcement bar attached to the standpipe with a zip tie.
10. Ensure that any drip irrigation tubing is buried under mulch and pinned into the soil.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business

days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines will result in the Contractor being penalized during the monthly inspection. During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. Pumping Systems: Contractor shall inspect and maintain all pump components monthly, within the first ten days of each month as part of this agreement. The Client shall be responsible for the costs of the repairs, and preventative maintenance. Contractor shall be responsible for hiring and overseeing any company hired to perform work on the pumping system. Any repairs that are performed due to neglect by the Contractor shall be borne by the Contractor. The Client shall be provided with a written cost estimate on pumping system repairs, before any work commences. All warranties associated with pumping components or repairs shall be assigned to the Client.

F. The Contractors Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

G. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

H. The Contractor shall notify the On-site Manager of any irrigation repairs and obtain approval prior to the commencement of the repair(s). The Contractor shall notify the On-site Manager when the repair(s) are completed.

I. Irrigation and/or landscape emergency contact phone number(s):

(727) 919-3915 # (727) 919-3915

Part VI- General Site Maintenance

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Guard house areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. Tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any animal carcasses.

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Any large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA with a Weekly Contractor Report (provided by PSA) via email by 9am on the following Tuesday after each work week. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within five days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Saturday.

PL

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

H. A representative of the Landscape Maintenance contractor shall attend CDD Board of Supervisor meetings when called upon to do so.

Part VIII-MONTHLY SITE INSPECTIONS

On a predetermined day twelve times per year, the Contractor, a Client representative and a representative of PSA, shall perform a thorough on-site inspection of all the landscaped areas and their various components. The Contractor is required to have a company representative at each inspection. PSA shall perform a quantitative inspection of the grounds at this time. The Contractor shall be responsible providing a four-wheeled utility vehicle for each inspection. **The Contractor shall be given at least two business days (48 hours) notice of the inspection.**

The scoring system is based on an aggregate point total: *1=Poor, 2= Good, 3=Excellent*. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month.

The scoring is based on the **proportion** of the property that has deficiencies, **and the magnitude of the deficiency**. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.

1= Poor- This indicates that **2/3- all of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

2= Good- This indicates that **1/3-2/3 of the property (and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

3= Excellent- This indicates that **none-1/3** of the property **(and the magnitude of the deficiency)** has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.

The Contractor must achieve a score of *85% or higher (33 points or above)* in order to receive their full monthly grounds maintenance payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be *reduced by 20%*. In addition, failing to achieve a 2 or 3 score in any scoring component shall result in a penalty of 10 % of the monthly grounds maintenance payment. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards. Contractor must have the deficiencies that were noted, corrected as stipulated on this landscape maintenance agreement within 14 days of recently completed inspection. This **Done Report** shall be signed off by the Contractor **certifying** that the deficiencies have been corrected within the allotted time. It must be received by PSA Horticultural no later than one day after the correction due date. If the certified Done Report is not received on time, the Contractor may be penalized 1 percent of their monthly payment deducted for the month of the late report. Uncorrected deficiencies carried over from a previous month,

without a legitimate written reason, may result in the Contractor being penalized 1 point during the next monthly inspection. Items certified as completed and found to be incomplete shall result in the Contractor being penalized 1 point during the next monthly inspection.

Payment to Contractor will be made within 30 days after certification of Monthly Site Inspection results.

Part IX Payment

Payment by the Client to the Contractor shall be based on twelve equal payments for the Landscape Maintenance Pricing Total Annual Landscape Program component of this agreement. All other charges will be billed separately. **The Client shall not accept any price increases or fuel surcharges during the term of this agreement.**

Landscape Maintenance Pricing

**Annual costs must be equally divisible by 12.*

There shall be no price increases for the 2-year term of this contract.

CONTRACTUAL SERVICES	Annual Cost	Monthly Cost Annual Cost/12
Grounds Maintenance	\$154,800.00	\$12,900.00
Irrigation System Inspections*	\$13,200.00	\$1,100.00
Hardwood Tree Pruning	\$12,000.00	\$1,000.00
TOTAL LANDSCAPE PROGRAM		

*Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.

SUPPLEMENTAL SERVICES	Per Application or Event	Annual Total
Fertilization Program for Turf and Shrub (total of program outlined in the matrix's below)	see below	\$30,000.00
Pest Control (all labor and materials) (If entire pesticide allowance is required)*	\$1,165.00	\$13,980.00
Tall palm pruning	\$6,000.00	\$12,000.00
Seasonal Color Program	\$12,163.50	\$48,654.00
Mulching Program-Apr 1000 cu. yards	\$40,000.00	\$40,000.00
Topdress-Oct 700 cu. yds	\$28,000.00	\$28,000.00

Pest Control- *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 allowances used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication of all weeds, pests and diseases after the allowance listed above has been exhausted.

Bahia Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15 + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$2,400.00
April	21-0-0	0.5 lbs / 1,000 sf	1,500 lbs	\$2,400.00
June	16-0-8	1.0 lbs / 1,000 sf	8,695 lbs	\$2,400.00
August	FeSO4	2 oz. per 3 gallon / 1,000 sf	800 lbs	\$2,400.00
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$2,400.00

St. Augustine Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 lbs / 1,000 sf	7,300 lbs	
April	21-0-0	0.5 lbs / 1,000 sf	1,052 lbs	
May	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	
July	FeSO4	2 oz. per 3 gallon / 1,000 sf	560 lbs	
August	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	7,300 lbs	

Ornamentals

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lbs / 1,000 sf	3,000 lbs	
June	8-10-10	4 lbs / 1,000 sf	3,000 lbs	
October	8-10-10	4 lbs / 1,000 sf	3,000 lbs	

Palms

MONTH				
March	8-2-12	1.5 lbs / 100 sf	1,100 lbs	
June	8-2-12	1.5 lbs / 100 sf	1,100 lbs	
September	8-2-12	1.5 lbs / 100 sf	1,100 lbs	
November	8-2-12	1.5 lbs/ 100 sf	1,100 lbs	

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

Specialty Plant Materials

MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$375.00
June	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$375.00
August	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$375.00
October	14-14-14	15 lbs/ 1000 sf	1,100 lbs	\$375.00

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

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

OTC Injections - (all labor and materials)

\$ 16,640.00 / Yr (based on quantities below)
(OTC Injections per specs- do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# of inoculations per quarter <u>per palm</u> (based on side) i.e. (2) inoculations per large Canary Palm per ¼, etc.)	Cost per individual inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix dactylifera ‘medjool’	1	1	\$100.00	\$400.00
Sabal palmetto	145	1	\$28.00	\$16,240.00

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

There shall be no price increases for the 2-year term of this contract.

Supplemental Pricing

Add a second detail during each growing season month	\$ 2,500.00	
Tall palm pruning -over 15' ea.	\$ 45.00	
Install 4" annual-each	\$ 1.35	
Install 6" annual -each	\$ 2.50	
Freeze protection for all annuals-supply and remove cloth. Per freeze event.	\$ 2,000.00	
All treatment of Fire Ants (cost per year)	\$ 4,500.00	
Core Aeration per 10,000 sq. ft.	\$ 200.00	
Pine Bark-supply and install per cu. yd.	\$ 40.00	
Pine Straw-supply and install per bale.	\$ 8.00	
Supervisory labor per hour	\$ 30.00	
General labor- per employee, per hour	\$ 25.00	
Irrigation technician per hour	\$ 55.00	
New valve-supply and install 1.5"	\$ 120.00	
New valve-supply and install 2"	\$ 150.00	
Valve solenoid –supply and install	\$ 75.00	
Rain sensor-supply and install (wired & wireless)	\$ 45.00	\$ 135.00
Irrigation timer- supply and install 12 zone exterior	\$ 400.00	
Irrigation timer- supply and install 24 zone exterior	\$ 840.00	
Irrigation timer battery – supply and install	\$ 20.00	
Storm Cleanup- per hour	\$ 300.00	
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$ 0.65	
500 gallon water truck- per hour	\$ 400.00	
1G shrub-supply, install, warrantied for contract term (ea.)	\$ 7.00	
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 16.00	
7G shrub-supply, install, warrantied for contract term (ea.)	\$ 35.00	
15G shrub-supply, install, warrantied for contract term (ea.)	\$ 110.00	
35G tree -Florida #1 install, warrantied for contract term (ea.)	\$ 250.00	
45G tree-Florida #1 (install, warrantied for contract term (ea.)	\$ 375.00	

Company Name RedTree Landscape Systems LLC

Part X-Termination

The Client and/or the Contractor may terminate the Landscape Maintenance Agreement with sixty (60) days written notice, with or without cause, and must be received by either party via Certified Mail. The sixty (60) day notice shall commence on the day said written notice is received by either party.

In the event that the Contractor is purchased, merged or acquired in any way by another Company, the new Contractor must abide by this agreement. In the event that the Contractor is purchased, merged or acquired in any way by another Company, the Client may terminate the Landscape Maintenance Agreement with thirty days written notice at any time. The notice must be sent via Certified Mail. The thirty (30) day notice shall commence on the day said written notice is received by the Company.

Part XI-Agreement

The Contractor agrees to abide by all the terms of this agreement. The term of this contract shall begin on January 1, 2019 and expire on December 31, 2020, or upon termination pursuant to Part X herein above, whichever comes first. This agreement shall not automatically renew. Upon expiration of this agreement, the Contractor may work on a month-to-month basis, until another agreement is executed, if mutually agreed upon by the Client and Contractor.

This is not a valid agreement until signed by authorized personnel of Preserve at Wilderness Lake Community Development District. Initial all pages, including this one and also sign this page.

CONTRACTOR

Authorized Signature Peter Lucadano

Name Peter Lucadano

Title CEO

Date November 1, 2018

Phone (727) 919-3915

E-mail peteluke@redtreelandscape.systems

PRESERVE AT WILDERNESS LAKE CDD

Authorized Signature _____

Name _____

Title _____

Date _____

Phone _____

E-Mail _____

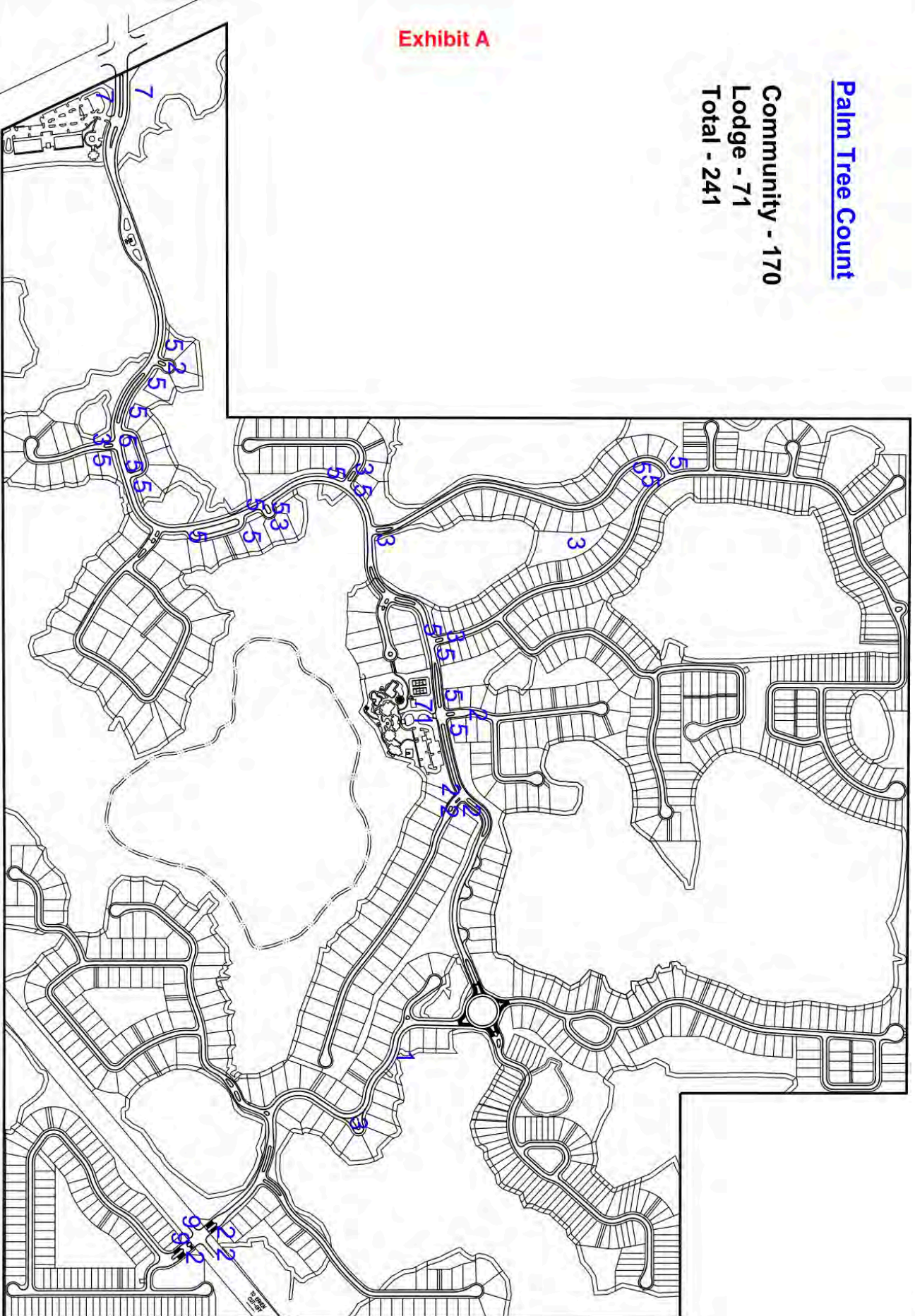
Palm Tree Count

Community - 170

Lodge - 71

Total - 241

Exhibit A



5 Section Schedule

1. Lodge, Kickliter, 2 Medians in front of the Lodge
2. Draycott, Round-about, Deerfield Berm, Small Hedge, Cul-de-sac
3. Cormorant Cove, Derwent Glen, Oakhurst, Woodsmeere, Sparrow Wood
4. Front Entrance to Water's Edge - (Outbound lane), Including Wood Line
5. Americus - Citrus Blossom, CB/WW Park, Stoneleigh Park, Volleyball Park

Bed Map Notes

Thin Saw Palmettos - Bi-monthly
Trim Muhly Grass - Early summer - Other grasses every other month
Trim back Palm Trees - Mid-Oct. & early summer
Hedges & Weeds - Monthly
Lift tree limbs in winter - As needed in the summer
Deadhead flowers. Keep pots & boxes fresh & healthy - As needed
Clean beds, remove leaves, keep mulch defined, remove moss - Monthly
Pencil tip Cape Myrtles - As needed
Keep overhanging limbs on wood line cut back. Line trim wood line - Monthly

EXHIBIT C

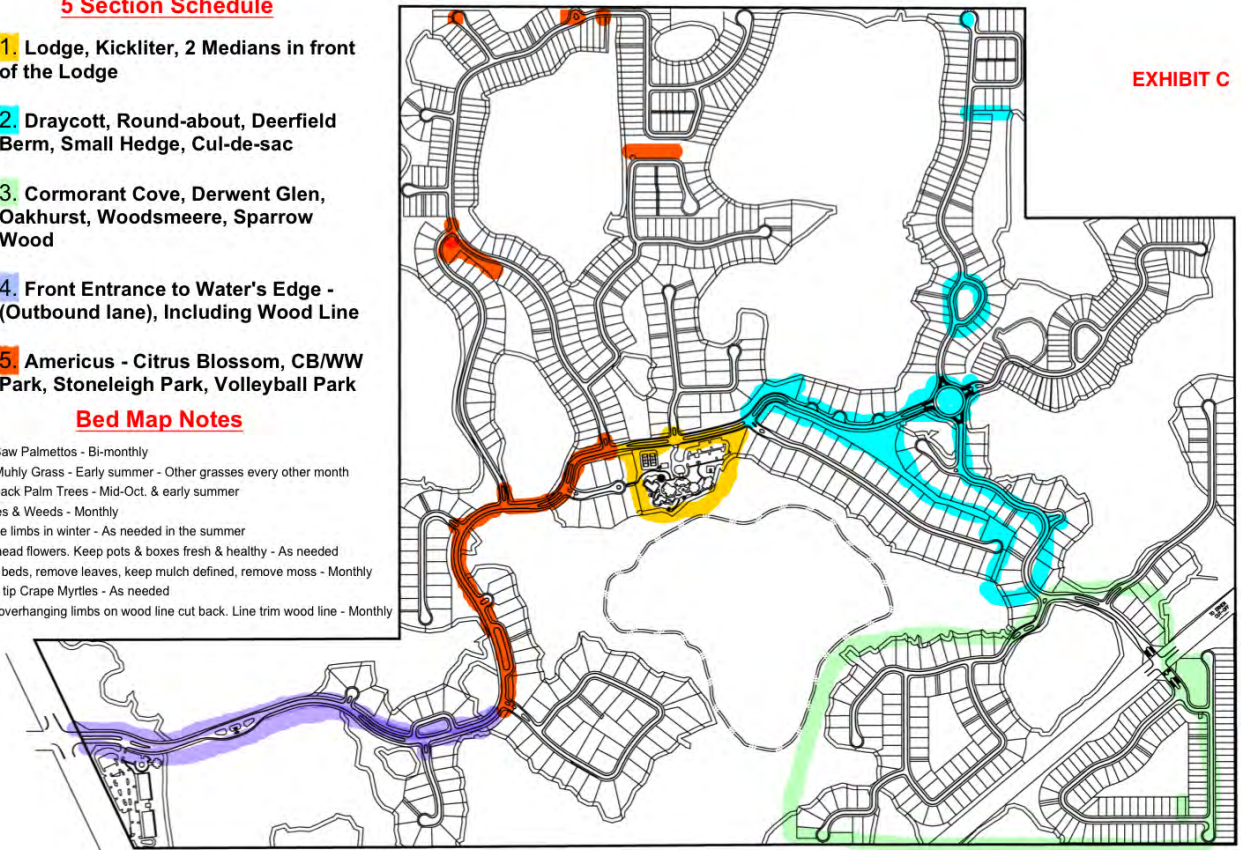
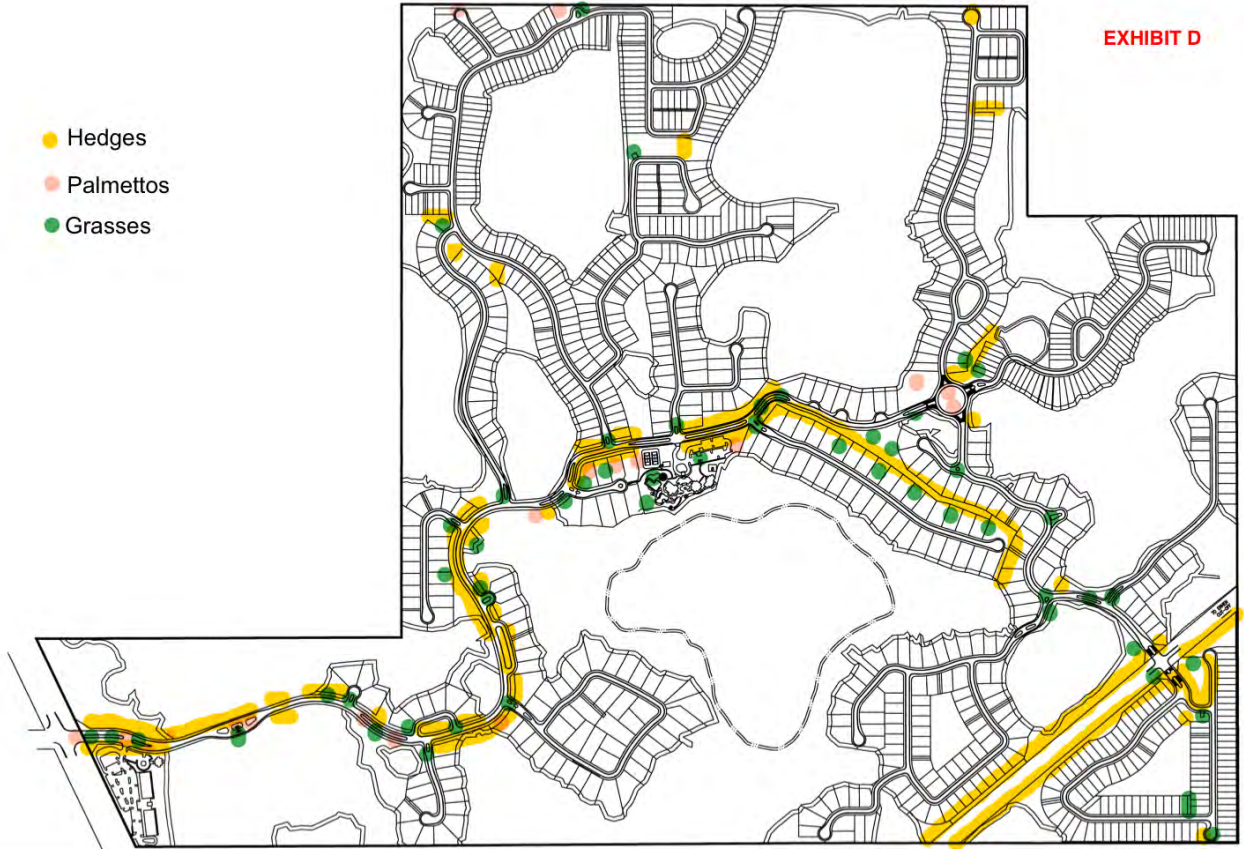


EXHIBIT D

- Hedges
- Palmettos
- Grasses



PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR QUESTIONNAIRE

***This questionnaire must be submitted in full with the Contractor's proposal.**

Company Name: RedTree Landscape Systems LLC

Contact Person: Peter Lucadano

Address: 5532 Auld Lane, Holiday, FL 34690

Phone: 1-888-RED-TREE cell: (727) 919-3915

Fax: (727) 992-2298

Email: peteluke@redtreelandscape.systems

Your company is a: Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC ☒ X

What state is your company registered in as a business? FLORIDA

Years in Business 11

2017 Pasco County Area Landscape Maintenance Revenue \$ 1MM

2017 Pasco County Area Landscape Maintenance Revenue 80 % Landscape Installation, Ancillary Services 20 %

2018 Pasco County Area Landscape Maintenance Revenue(est) \$ 1.7MM

2018 Pasco County Area Landscape Maintenance Revenue 80 % Landscape Installation, Ancillary Services 20 %

REFERENCES (Tampa Bay Area similar projects)

Client Name and Address Spring Lake Community Development District

Contract Amount \$ 165,000.00

Contact Person Greg Meath

Contact Phone (813) 917-3810

Contact Email gmeath@kolter.com

Client Name and Address Trinity Communities Master Association

Contract Amount \$ 400,000.00

Contact Person Dan Aldridge

Contact Phone (727) 858-2233

Contact Email daldridge@jpgprops.com

Client Name and Address Arborwood at Summertree

Contract Amount \$ 144,000.00

Contact Person Sandy Dahlen

Contact Phone (727) 277-1147

Contact Email sdahlen01@hotmail.com

If awarded this contract what percentage of your Pasco County Area total maintenance sales would it represent? 30 %

Does your company have the personnel and equipment to perform all the services listed in the specifications "in-house" ? YES

Total number of Pasco County Area field personnel 64

What is the anticipated crew size for your regular mowing schedule? 14

What is the anticipated crew size for your regular detail schedule? 7

Total number of trucks servicing the Pasco County Area 10

Does your company have a Certified Arborist on staff? YES (2)

Does your company own all or most of the equipment to prune tall palm and hardwood trees ? YES

If yes to question above, list equipment:

(2) mobile bucket lifts (65'), (4) F-450 Dump Trucks, (2) Dump Trailers, (2) Chippers, (1) Grapple Loader

How many properties do an average account manager oversee? Qty 5 to 10 Total dollar value
\$ 500,000.00

What are the functions of an account manager at your company?

Communiications with clients to ensure documentation of proper performance of contract requirements.

Quality control and operational support / direction of crews.

Response to client requests, concerns and enhancement items.

What is typical turnaround time for ancillary work such as shrub and sod installation, once approved
? 1 to 2 weeks

Does your company employ formal training and certification procedures for employees? YES

If yes, briefly describe FNGLA memberships, FNGLA certifications, & BMP certifications

How far is the office from where you would dispatch crews to Preserve at Wilderness Lake? 24 miles

What is the value of the average full-service maintenance contract for your company? \$ 100,000.00

What percentage of your full-service maintenance accounts are Community Development Districts? 10 %

What is the name and value of your two largest full-service maintenance accounts? Length of service?

Name	Value	Length of service
1. <u>Spring Lake Community Development District</u>	<u>\$165K annually</u>	<u>3</u>
2. <u>Trinity Communities Master Association</u>	<u>\$400K annual</u>	<u>5</u>

Does your company employ any sub-contractors to perform work on your full-service landscape maintenance contracts? Yes

If yes, what kind of work do the sub-contractors perform for your company? Irrigation well installation,
irrigation pump work, etc.

Has your company ever been cited by OSHA or any other entity for workplace safety related issues within the past three years? NO

If yes, please explain the issue and how it was resolved. _____

Has your company filed a lawsuit against a Client or has a Client ever filed a lawsuit against your company within the past three years? NO


If yes, please fully explain the issue and how it was resolved. _____

Are you willing to supply financial documents for your company, if requested? YES

Bank Reference Wells Fargo: 3040 Little Road, Trinity, FL 1-800-225-5934

Vendor Financial Reference Ford Motor Credit 1-800-723-4016

I certify that all the information listed is true and accurate. Providing false information shall lead to disqualification from the bidding process.

Signature 

Print Name Peter Lucadano

Company Name RedTree Landscape Systems LLC Date November 1, 2018

Maintenance Proposal Evaluation Criteria

1. Personnel (25 points)

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Experience (20 points)

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work (15 points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

4. Price (20 total points)

Points available for price will be allocated as follows:

5. Reasonableness (15 total points)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in the proposal received

Total Points (100 points)