

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT**

AUGUST 3, 2020

AGENDA PACKAGE

Heritage Lake Park Community Development District

Inframark, Infrastructure Management Services 210 North
University Drive, Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 603-0033 • Fax: (954) 345-1292

July 27, 2020

Board of Supervisors
Heritage Lake Park
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Heritage Lake Park Community Development District will be held **Monday, August 3, 2020 at 10:00 a.m. in the Heritage Lake Park Clubhouse, 25635 Heritage Lake Boulevard, Punta Gorda, Florida.** Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Audience Comments on Agenda Items**
- 5. Organizational Matters**
 - A. Acceptance of Resignation from John Collins
 - B. Discussion on Filling Vacant Seat #2
- 6. Public Hearing on Adopting FY 2021 Budget**
 - A. FY 2021 Budget Discussion
 - B. Open Public Hearing for Public Comment
 - C. Resident Comments
 - i. Bennet 6/30/20 Email
 - ii. Sarkisian 6/30/20 Email
 - iii. Stukey 7/2/20 Email
 - iv. Okeefe 7/7/20 Email
 - v. Schulz 7/7/20 Email
 - vi. Lankford 7/13/20 Letter
 - vii. Hall 7/20/20 Email
 - D. Close Public Hearing for Public Comment
 - E. Resolution 2020-5 Adopting the Fiscal Year 2021 Budget
 - F. Resolution 2020-6 Levying Assessments
- 7. Approval of Consent Agenda**
 - A. Approval of the Minutes from the June 1, 2020 Meeting
 - B. Acceptance of the Financial Statements
 - C. Ratification of Agreements Per Spending Resolution 2017-03
- 8. Engineer's Report**
- 9. Old Business**
 - A. Kennedy Electric April 30, 2020 LED Can Light Retro-Fit Update
- 10. New Business**
 - A. Pinnacle Lawn & Landscape, Inc. Invoice 25611
 - B. Landscape/Irrigation Proposals
 - C. Fitness Services of Florida, Inc. – Preventative Maintenance Agreement Renewal

- D. Wenzel Electrical Services, Inc.**
 - i. Fire Alarm Service Agreement
 - ii. Alarm Monitoring Service Agreement
- 11. Manager's Report**
 - A.** Proposed Fiscal Year 2021 Meeting Schedule
 - B.** Landscape/Irrigation Update
 - C.** Field Management Report
 - D.** Update on Follow-Up Actions
 - i. Maintenance Technician Update
 - ii. Solitude Service Reports
- 12. Attorney's Report**
 - A.** Rehab Center Agreement
 - B.** Foreclosed Parcels Update
- 13. Supervisors' Reports, Requests and Comments**
- 14. Chairman's Comment**
- 15. Audience Comments**
- 16. Adjournment**

Supporting documents for agenda items are enclosed or will be distributed at the meeting.

The balance of the agenda is routine in nature, and staff will present their reports at the meeting. If you have any questions, please contact me.

Sincerely,
Justin Faircloth
District Manager

Fifth Order of Business

5A

2106 Heron Lake Dr

Punta Gorda ,Fl 33983

Justin,

This is to confirm that I will be resigning from the HLP CDD board as of July 17,2020.

I have enjoyed my time on the board .

Thanks

John Collins

A handwritten signature in blue ink, appearing to read "John Collins", with a stylized flourish at the end.

Sixth Order of Business

6A.

HERITAGE LAKE PARK

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2021

Modified Approved Tentative Budget

(Printed on 7/24/20 8:10 AM)

Prepared by:



Table of Contents

	<u>Page #</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1-6
Budget Narrative	7-25
Exhibit A - Allocation of Fund Balances	26
<u>DEBT SERVICE BUDGET</u>	
Series 2005	
Summary of Revenues, Expenditures and Changes in Fund Balances	27-28
Amortization Schedule	29
Budget Narrative	30-31
<u>SUPPORTING BUDGET SCHEDULE</u>	
Comparison of Assessment Rates	32

Heritage Lake Park
Community Development District

Operating Budget
Fiscal Year 2021

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUNE-2020	PROJECTED JULY SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
REVENUES							
Interest - Investments	\$ 3,114	\$ 9,242	\$ 5,000	\$ 2,556	\$ 300	\$ 2,856	\$ 3,000
Hurricane Irma FEMA Refund	-	9,459	-	811	-	811	-
Room Rentals	-	304	-	-	-	-	-
Recreational Activity Fees	5,122	1,706	8,000	7,225	-	7,225	8,000
Special Assmnts- Tax Collector	628,002	630,180	633,237	617,749	15,488	633,237	805,000
Special Assmnts- CDD Collected	-	-	66,425	-	-	-	-
Special Assmnts- Discounts	(22,035)	(21,827)	(25,329)	(22,467)	-	(22,467)	(32,200)
Allowance Uncollected Assem.	-	-	(66,425)	-	-	-	-
Settlements	-	5,717	-	13,479	-	13,479	-
Other Miscellaneous Revenues	150	10,922	500	935	-	935	500
Gate Bar Code/Remotes	1,858	1,634	200	2,155	-	2,155	1,000
TOTAL REVENUES	616,211	647,337	621,608	622,443	15,788	638,231	785,300

EXPENDITURES

Administrative

P/R-Board of Supervisors	10,600	11,200	12,000	7,800	3,000	10,800	12,000
FICA Taxes	811	857	918	597	230	826	918
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	600
ProfServ-Dissemination Agent	1,030	1,061	1,093	-	1,093	1,093	1,126
ProfServ-Engineering	5,029	7,289	4,000	4,130	4,106	8,236	4,000
ProfServ-Legal Services	19,165	62,899	24,844	54,460	7,163	61,623	24,844

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL	PROJECTED	TOTAL	ANNUAL BUDGET FY 2021
				THRU JUNE-2020	JULY SEPT-2020	PROJECTED FY 2020	
ProfServ-Mgmt Consulting Serv	54,117	55,289	56,948	43,024	14,237	57,261	58,656
ProfServ-Trustee Fees	4,337	4,971	5,000	4,771	-	4,771	5,000
ProfServ-Web Site Development	1,395	1,241	1,278	959	320	1,279	-
ProfServ-Website Maintenance	-	-	-	388	-	388	1,316
ProfServ-Other	-	38	-	-	-	-	-
Auditing Services	3,850	4,025	3,850	3,725	-	3,725	3,850
Postage and Freight	454	589	600	343	114	457	600
Insurance - General Liability	2,700	2,553	2,859	7,723	-	7,723	2,808
Printing and Binding	2,758	1,146	1,800	-	-	-	500
Legal Advertising	1,745	1,622	900	972	-	972	900
Misc-Bank Charges	63	1	600	61	-	61	600
Misc-Assessmnt Collection Cost	5,623	4,622	12,665	11,906	310	12,216	16,100
Misc-Contingency	-	340	3,856	2,349	-	2,349	-
Office Supplies	-	-	35	-	35	35	35
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	113,852	159,918	134,021	143,383	31,207	174,589	134,029
Field							
ProfServ-Field Management	5,243	6,650	5,562	4,172	1,391	5,563	5,729
ProfServ-Wetlands	10,680	10,680	10,680	8,010	2,670	10,680	10,680
Contracts-Landscape	61,500	61,150	61,500	52,325	17,700	70,025	70,800
Contracts-Buffer Wall	5,600	5,600	5,600	6,800	-	6,800	13,600
R&M-General	8,503	4,903	9,600	2,842	1,158	4,000	9,600

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUNE-2020	PROJECTED JULY SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
R&M-Irrigation	14,566	8,333	20,000	6,658	1,842	8,500	22,400
R&M-Lake	5,000	6,810	5,000	5,053	-	5,053	5,000
R&M-Mulch	3,375	3,375	5,000	5,390	-	5,390	5,500
R&M-Sidewalks	-	5,525	3,000	-	3,000	3,000	3,000
R&M-Tree Trimming Services	1,890	1,840	5,995	4,305	-	4,305	5,995
R&M-Lights	2,200	2,387	3,000	1,235	1,165	2,400	3,000
R&M-Wall	1,775	10,502	8,000	329	7,671	8,000	8,000
Misc-Contingency	750	319	7,473	75	625	700	7,473
Total Field	121,082	128,074	150,410	97,194	37,222	134,416	170,777
Utilities							
Communication - Telephone	442	481	708	372	124	496	500
Electricity - General	4,168	3,564	5,500	4,037	1,346	5,383	5,500
Misc-Internet Services	2,521	2,577	2,458	1,731	577	2,308	2,458
Total Utilities	7,131	6,622	8,666	6,140	2,047	8,187	8,458
Gatehouse							
Towing Services	-	-	250	-	-	-	250
Contracts-Gates	1,080	1,080	1,080	-	1,080	1,080	1,080
Contracts-Security System	58,128	58,347	58,667	42,377	13,902	56,279	55,608

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2018	FY 2019	BUDGET FY 2020	THRU JUNE-2020	JULY SEPT-2020	PROJECTED FY 2020	BUDGET FY 2021
Electricity - General	2,694	2,715	2,800	1,875	625	2,500	2,800
R&M-Buildings	515	1,881	500	384	116	500	500
R&M-Gate	3,609	2,567	3,000	1,828	1,172	3,000	3,000
Misc-Contingency	1,743	2,562	5,000	1,212	3,788	5,000	5,000
Total Gatehouse	67,769	69,152	71,297	47,676	20,683	68,359	68,238
Clubhouse and Recreation							
Payroll-Salaries	17,160	14,075	18,000	13,540	4,460	18,000	18,000
Payroll Taxes	1,344	800	1,377	185	337	522	1,377
Workers' Compensation	737	469	490	900	-	900	490
Fire Alarm Monitoring	540	540	540	405	135	540	540
Contracts-Fountain	652	668	664	510	170	680	664
Contracts-Security Camera	-	550	550	550	-	550	550
Contracts-Pools	8,400	8,400	8,400	6,300	2,100	8,400	8,600
Contracts-Cleaning Services	10,740	10,740	10,740	6,968	3,105	10,073	12,420
Contracts-HVAC	2,353	2,353	2,353	1,968	-	1,968	2,353
Contracts-Pest Control	1,800	1,800	1,800	1,350	450	1,800	1,800
Contracts-Security System	6,840	6,840	6,840	6,631	2,325	8,956	6,840
Pest Control - Bldg/Gnds	-	-	1,620	-	1,620	1,620	1,620
Contractual Maint. Services	6,736	10,235	13,520	7,493	2,498	9,991	13,520
Electricity - General	17,984	17,452	23,000	12,981	4,327	17,308	23,000
Utility - Refuse Removal	2,569	2,603	2,609	2,485	828	3,313	2,609
Utility - Water & Sewer	5,894	5,779	5,600	4,287	1,429	5,716	5,600
Insurance - Property	29,423	29,535	33,079	26,367	-	26,367	29,004

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2018	FY 2019	BUDGET FY 2020	THRU JUNE-2020	JULY SEPT-2020	PROJECTED FY 2020	BUDGET FY 2021
R&M-General	30,182	7,316	4,000	4,752	2,248	7,000	4,000
R&M-Fountain	247	148	500	156	344	500	500
R&M-Pools	4,834	4,660	23,657	15,314	8,343	23,657	23,657
R&M - Tennis Courts	31,792	822	1,000	44	956	1,000	1,000
R&M - Fitness Equipment	1,665	2,433	3,000	3,595	550	4,145	3,000
R&M - Fitness Center	211	1,753	2,000	1,420	580	2,000	2,000
R&M - Security Cameras	550	6,341	1,000	135	865	1,000	1,000
R&M-Backflow Inspection	154	154	154	154	-	154	154
Fire Ext Inspection & Repairs	355	139	500	-	500	500	500
R&M-Fire Alarm	-	85	500	1,513	-	1,513	500
Fire Alarm Inspection	-	198	200	198	-	198	200
R&M-Fire Sprinklers	195	300	500	3,243	-	3,243	500
R&M - Computer/Internet	-	435	1,500	562	938	1,500	2,500
Misc-Cable TV Expenses	1,290	1,362	1,800	1,041	349	1,390	1,800
Misc-Clubhouse Activities	4,785	1,831	4,800	7,391	-	7,391	4,800
Misc-Contingency	2,615	868	30,500	14,359	2,000	16,359	24,370
Office Supplies	2,257	1,378	3,000	842	1,458	2,300	3,000
Cleaning Supplies	1,856	1,128	2,600	221	1,679	1,900	2,600
Cleaning Services	-	440	500	-	500	500	500
Cap Outlay - Other	52,352	384	23,870	42,539	-	42,539	30,000
Total Clubhouse and Recreation	248,512	145,014	236,763	190,399	45,094	235,493	235,568

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUNE-2020	PROJECTED JULY SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
Debt Service							
Principal Line of Credit/Note	71,248	20,222	-	-	-	-	-
Interest Expense	2,423	382	-	-	-	-	-
Total Debt Service	73,671	20,604	-	-	-	-	-
Reserves							
Reserve-Irrigation System	4,050	194,218	-	-	-	-	-
Reserve-Roadways	-	-	29,220	6,675	-	6,675	110,575
Reserve-Stormwater System	5,132	52,700	29,220	12,471	-	12,471	29,220
Reserve-Wall	-	-	28,435	-	-	-	28,435
Total Reserves	9,182	246,918	86,875	19,146	-	19,146	168,230
TOTAL EXPENDITURES & RESERVES	641,199	776,302	688,032	503,938	136,252	640,190	785,300
Excess (deficiency) of revenues							
Over (under) expenditures	(24,988)	(128,965)	(66,424)	118,505	(120,464)	(1,959)	(0)
TOTAL OTHER SOURCES (USES)	-	-	(66,424)	-	-	-	(0)
Net change in fund balance	(24,988)	(128,965)	(66,424)	118,505	(120,464)	(1,959)	(0)
FUND BALANCE, BEGINNING	518,500	493,512	364,547	364,547	-	364,547	362,588
FUND BALANCE, ENDING	\$ 493,512	\$ 364,547	\$ 298,123	\$ 483,052	\$ (120,464)	\$ 362,588	\$ 362,588

Budget Narrative
Fiscal Year 2021

REVENUES

Interest – Investments

The District earns interest income on their checking account and other Money Market accounts.

Recreational Activity Fees

This is the Revenue from the events that the activities department holds throughout the year.

Special Assessment - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for debt service expenditures during the Fiscal Year.

Special Assessment - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

Other Miscellaneous Revenues

Revenue received from miscellaneous sources.

Gate Bar Code/Remotes

Revenue received from the sales of gate remotes.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative

P/R - Board of Supervisors

Chapter 190, Florida Statutes, allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending all the meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Professional Services - Arbitrage Rebate

The District contracted with LLS Tax Solutions, Inc. to annually calculate the District's arbitrage rebate liability on its bonds.

Professional Services - Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The District has contracted with Inframark Infrastructure Management Services to provide these reports.

Professional Services - Engineering

The District's engineer, currently Stantec Engineering, provides general engineering services to the District, i.e. attendance and preparation for board meetings, annual review of District facilities, and other specifically requested assignments

Professional Services - Legal Services

The District's legal counsel Persson & Cohen to provide general legal services to the District, i.e. attendance and preparation for monthly meetings, review of operating and maintenance contracts, and other specifically requested assignments. Subject to CPI increase on October 1st.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative (continued)

Professional Services - Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services, LLC. Also included are costs for Information Technology charges to process all the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

VENDOR	DESCRIPTION	AMOUNT
Inframark	CDD Management	\$4,888/month
	TOTAL	\$58,656

Professional Services - Trustee

The District pays US Bank an annual fee for trustee services on the Series 2005 Special Assessment Bond. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses. Period 10/1/20 through 9/30/21.

VENDOR	DESCRIPTION	AMOUNT
U.S. Bank	Trustee fees	\$5,000/annually
	TOTAL	\$5,000

Professional Services - Maintenance

Inframark Infrastructure Management Services oversees the District's email accounts and aids Campus Suite regarding the website as necessary.

VENDOR	DESCRIPTION	AMOUNT
Inframark	Website	\$109.67/month
	TOTAL	\$1,316

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative (continued)

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for this fiscal year is based on contracted fees from an existing engagement letter with an accounting firm.

VENDOR	DESCRIPTION	AMOUNT
Berger, Toombs, Elam, Gaines & Frank	Financial Audit	\$3,725
	TOTAL	\$3,725

Postage & Freight

Postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance - General Liability

The District has General Liability & Public Officials liability insurance policy with Preferred Governmental Insurance Trust. PGIT specializes in providing insurance coverage to governmental agencies.

VENDOR	DESCRIPTION	AMOUNT
PGIT	Public Officials and Employment Practices Liability	\$2,808
	TOTAL	\$2,808

Printing & Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Administrative *(continued)*

Legal Advertising

The District is required to advertise various notices for Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous - Bank Charges

Fees associated with maintaining the District's bank accounts.

Miscellaneous - Assessment Collection Cost

The District reimburses the Charlotte County Tax Collector for applicable necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous - Contingency

This category provides funds for administrative expenditures that may not have been budgeted anywhere else.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Field

Professional Services - Field Management

The District contracted with Inframark to oversee the field operations of the property and perform six inspections.

VENDOR	DESCRIPTION	AMOUNT
Inframark	Field Management	\$477.42/month
	TOTAL	\$5,729

Professional Services - Wetlands

The District contract with Solitude Lake Management (formerly Lakemasters Aquatic Weed Control, Inc.) on 8/05/13 for lake and waterways management. Included are algae & aquatic weed control; border grass and brush control; water testing; monthly management report; aquatic consultation; and triploid grass carp with F.G.G.W.C. permit approval \$5.75 per fish. One-time Start-up Fee \$700. The monthly service amount of the contract is \$890. Twelve months agreement.

VENDOR	DESCRIPTION	AMOUNT
Solitude Lake Management	Lake&Water Mgmt	\$890/month
	TOTAL	\$10,680

Contracts – Landscape

The District contracted with Pinnacle Lawn and Landscape Services, Inc. to provide service for all the communal areas which include mowing, edging, trimming, debris removal, irrigation maintenance, fertilization and weed/pest control for sod, shrubs irrigation maintenance and annuals, pruning of shrubs and trimming of all palm trees.

VENDOR	DESCRIPTION	AMOUNT
Pinnacle Lawn and Landscape Services, Inc.	Lawn/ Irrigation Maintenance	\$5,900/month
	TOTAL	\$70,800

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Field (continued)

Contracts - Buffer Wall

The District contracted with Pinnacle Lawn and Landscape, Inc. to trim the ten-foot buffer/overhanging along the exterior wall annually.

VENDOR	DESCRIPTION	AMOUNT
Pinnacle Lawn and Landscape Services, Inc.	Buffer Wall	\$13,600/annually
	TOTAL	\$13,600

R&M - General

The cost of any maintenance expenditures that are incurred during the year, such as repairs to the roads at the community. It is of a general nature and covers everything except the clubhouse, gatehouse, pool, irrigation, and landscaping.

R&M - Irrigation

Repairs and maintenance of the irrigation systems throughout the Community not part of the Landscape Maintenance Contract with Pinnacle Lawn and Landscape Services, Inc.

R&M - Lake

Unscheduled lake maintenance not included in contract.

R&M - Mulch

Mulch needed for District property

R&M - Sidewalks

Maintenance of District sidewalks.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Field *(continued)*

R&M - Tree Trimming Services

The District has contracted with Pinnacle Lawn and Landscaping for tree trimming services.

R&M - Lights

Maintenance and repairs of streetlights throughout the Community.

R&M - Wall

Repairs and maintenance of walls surrounding the District.

Miscellaneous - Contingency

This category provides funds for administrative expenditures that may not have been budgeted anywhere else.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Utilities

Communication - Telephone

Includes monthly service fee for business voice for the gatehouse and clubhouse with Comcast.

Electricity - General

This represents the estimated cost for electricity of the various accounts with FPL within the District.

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	08753-80461	2026 Royal Tern Cir/Well
FPL	19241-52265	25503 Heritage Lake Blvd/Well
FPL	47210-91249	2040 Willow Hammock Cir/Well 2
FPL	53050-96017	2080 Willow Hammock/Cir/Well
FPL	54492-72144	Streetlights Heritage Lakes
FPL	63370-44090	2060 Willow Hammock Cir/Well
FPL	81253-25533	2180 Heron Lakes Dr/Well

Miscellaneous - Internet Services

Business internet services from Comcast for the clubhouse and fitness center.

VENDOR	DESCRIPTION/ACCOUNT#	AMOUNT
Comcast	25635 Heritage Lake Blvd, 8535 10 060 0862663	\$84.59/month
Comcast	25365 Rampart Blvd, 8535 10 060 0813872	\$121.85/month
	TOTAL	\$ 2,458

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Gatehouse

Towing Services

Costs for towing services.

Contracts - Gates

The District has contracted with Action Automatic Door Company to maintain the gates.

VENDOR	DESCRIPTION	AMOUNT
Action Automatic Door Company	Gate Maintenance	\$1,080/annually
	TOTAL	\$1,080

Contracts – Security System

The District has contracted with Hidden Eyes LLC dba Envera Systems to monitor and maintain the security system.

VENDOR	DESCRIPTION	AMOUNT
Hidden Eyes LLC	Security System	\$4,634/month
	TOTAL	\$55,608

Electricity - General

This represents the estimated cost for electricity of the guardhouse account with FPL within the District.

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	45064-51261	25365 Rampart Blvd/Guardhouse

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Gatehouse *(continued)*

R&M - Building

General maintenance cost related to the gatehouse.

R&M - Gate

The cost of any maintenance expenditures that are incurred during the year related to the District's gates.

Miscellaneous - Contingency

This category provides funds for gatehouse expenditures that may not have been budgeted anywhere else.

Clubhouse and Recreation

Payroll - Salaries

The District has office personnel to work in the office during the week.

JOB	DESCRIPTION	AMOUNT
Office Activities Coordinator	Salary	5 days per week
	TOTAL	\$18,000

Payroll Taxes

Payroll taxes on office personnel's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total personnel's payroll expenditures.

Workers' Compensation

Workers' compensation on office personnel's compensation.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Fire Alarm Monitoring

The District contracted with Wenzel Electric to monitor the fire alarm.

VENDOR	DESCRIPTION	AMOUNT
Wenzel Electric	Fire Alarm Monitoring	\$135/quarter
	TOTAL	\$540

Contracts - Fountain

The District contracted with Aquatic Systems, Inc. Features to provide service for fountain maintenance.

VENDOR	DESCRIPTION	AMOUNT
Aquatic Systems, Inc.	Fountain Maintenance	\$166/quarter
	TOTAL	\$664

Contracts – Security Camera

The District contracted with New IQ, LLC for preventative camera system maintenance agreement. Either party can cancel in writing 30 days prior to anniversary date.

VENDOR	DESCRIPTION	AMOUNT
New IQ, LLC	Camera Maintenance	\$550/annually
	TOTAL	\$550

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Contracts - Pools

The District contracted with Howard's Pool World, Inc. on 6/10/11 for pool maintenance. Contract can be cancelled at any time.

VENDOR	DESCRIPTION	AMOUNT
Howard's Pool World, Inc.	Pool Maintenance	\$716.67/month
	TOTAL	\$8,600

Contracts - Cleaning Services

The District contracted with Apex Janitorial to clean the clubhouse.

VENDOR	DESCRIPTION	AMOUNT
Apex Janitorial	Cleaning Services	\$1,035/month
	TOTAL	\$12,420

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Contracts - HVAC

The District contracted with Grande Aire Service, Inc. for HVAC systems in the clubhouse, fitness center, and gatehouse along with the clubhouse ice machine. Services include 2 preventative maintenances per year on the six air conditioning systems and ice machine along with a 10% discount on any additional repair services needed.

VENDOR	DESCRIPTION	AMOUNT
Grande Aire Service, Inc.	HVAC/Fitness/ Gatehouse/Ice Machine Maintenance (2 preventives Maintenance per Year). 10% discount on additional repairs.	\$2,353/ year
	TOTAL	\$2,353

Contracts-Pest Control

Monthly pest control service.

VENDOR	DESCRIPTION	AMOUNT
Pest Eliminators	Pest Control	\$150/month
	TOTAL	\$1,800

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Contracts – Security System

The District has contracted with Hidden Eyes LLC dba Envera Systems to monitor and maintain the security system.

VENDOR	DESCRIPTION	AMOUNT
Hidden Eyes LLC	Security System	\$570/month
	TOTAL	\$6,840

Pest Control – Building/Grounds

Incidental pest control services not part of contract.

Contractual Maintenance Services

The District contracted with Inframark Infrastructure Management Services for weekly maintenance.

VENDOR	DESCRIPTION	AMOUNT
Inframark - Infrastructure Management Services	Weekly maintenance	\$26/hour @ 10hours/wk.
	TOTAL	\$13,520

Electricity - General

This represents the estimated cost for electricity of two accounts with FPL within the District.

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	30047-84199	25633 Heritage Lake Blvd/Fitness
FPL	72166-44299	25635 Heritage Lake Blvd/Clubhouse

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation (continued)

Utility - Refuse Removal

Approximate fees paid for the removal of trash from the property.

VENDOR	DESCRIPTION	AMOUNT
Waste Management	Trash removal 8-yard dumpster	\$217.41/month
	TOTAL	\$2,609

Utility - Water & Sewer

This represents the estimated cost from Charlotte County Utilities for water, sewer utility charges related to the clubhouse and fitness center.

Insurance - Property

The District has property insurance policy with Preferred Governmental Insurance Trust. An agency that specializes in providing insurance coverage to governmental agencies. The coverage includes property and inland marine; general liability; and auto.

VENDOR	DESCRIPTION	AMOUNT
PGIT	Property & Inland Marine/Vehicle	\$29,004
	TOTAL	\$29,004

R&M - General

Expenditures incurred during the fiscal year for the repair and maintenance of the Tennis Courts, and Fitness Center.

R&M - Fountain

Non-contractual maintenance and repairs of the District's fountain.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation *(continued)*

R&M - Pools

Expenditures incurred during the fiscal year for miscellaneous repairs to the pool.

R&M - Tennis Courts

Miscellaneous maintenance costs for the tennis courts.

R&M - Fitness Equipment

Repairs and maintenance of fitness equipment by Fitness Services of Florida, Inc.

R&M - Fitness Center

Fitness center floor renovation.

R&M - Security Cameras

Miscellaneous repairs to security cameras.

R&M - Backflow Inspection

Expenses for February 2018 backflow inspections.

Fire Ext. Inspection & Repairs

Required fire extinguisher inspections and repairs for the District building by Lifeguard Security.

R&M - Fire Alarm

The District has an agreement with Wenzel Electric to maintain the fire alarm system.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation *(continued)*

Fire Alarm Inspection

The District has an agreement with Wenzel Electric to inspect the fire alarm system.

R&M - Fire Sprinklers

The District has an agreement with Central Florida Fire Safety Equipment, Inc. to inspect the fire sprinkler system.

R&M - Computer/Internet

Computer services for the District computers. Includes yearly fees for the Supervisor emails and for the required website.

Miscellaneous - Cable TV Expenses

Cable Television services from Comcast for the clubhouse and gatehouse.

Miscellaneous - Clubhouse Activities

These are the expenditures from the events that the activities department holds throughout the year.

Miscellaneous - Contingency

This category provides funds for clubhouse expenditures that may not have been budgeted anywhere else.

Office Supplies

Paper, printer cartridges, pens and miscellaneous office supplies for the clubhouse office.

Cleaning Supplies

Supplies used to clean the clubhouse, exercise building, and gatehouse.

Cleaning Services

Non-contractual cleaning services performed by a cleaning company.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Clubhouse and Recreation *(continued)*

Capital Outlay - Other

Capital Outlay for future.

Reserves

Reserve – Roadways

Reserves for the District roadways.

Reserve – Stormwater System

Reserves for the stormwater system.

Reserve – Wall

Reserves for the exterior wall.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2021	\$ 362,588
Net Change in Fund Balance - Fiscal Year 2021	-
Reserves - Fiscal Year 2020 Additions	168,230
Total Funds Available (Estimated) - 9/30/2021	530,818

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - Operating Capital		116,767 ⁽¹⁾
Reserves Capital Projects (Prior Years)		76,536
Reserves - Legal (Prior Years)	35,000	
Reserves - Legal FY 2020 Expenses	(27,708)	7,292
Reserves -Roadways (Prior Years)	87,660	
Reserves -Roadways FY 2020	29,220	
Reserves -Roadways FY 2020 Expenses	(6,675)	
Reserves -Roadways FY 2021	110,575	220,780
Reserves -Stormwater system (Prior Years)	-	
Reserves -Stormwater system FY 2020	29,220	
Reserves -Stormwater system FY 2020 Expenses	(12,471)	
Reserves -Stormwater system FY 2021	29,220	45,969
Reserves -Wall (Prior Years)	-	
Reserves -Wall FY 2020	28,435	
Reserves -Wall FY 2021	28,435	56,870
	Subtotal	524,215

Total Allocation of Available Funds	524,215
--	----------------

Total Unassigned (undesignated) Cash	\$ 6,603
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Notes

(1) Represents approximately 3 months of operating expenditures less \$30,000. Prior years Stormwater \$21,878 and Wall \$73,429 removed.

Heritage Lake Park
Community Development District

Debt Service Budget
Fiscal Year 2021

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUNE-2020	PROJECTED JULY SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
REVENUES							
Interest - Investments	\$ 2,748	\$ 4,930	\$ 3,000	\$ 1,499	\$ 12	\$ 1,511	\$ 1,600
Special Assmnts- Tax Collector	180,800	180,800	180,800	176,151	4,649	180,800	180,800
Special Assmnts- CDD Collected	-	-	19,854	-	19,854	19,854	-
Special Assmnts- Delinquent	-	-	-	-	-	-	-
Special Assmnts- Discounts	(6,307)	(6,223)	(7,232)	(6,385)	-	(6,385)	(7,232)
Allowance Uncollected Assem.	-	-	(19,854)	-	(19,854)	(19,854)	-
TOTAL REVENUES	177,241	179,507	176,568	171,265	4,661	175,926	175,168
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	1,619	1,326	3,616	3,395	93	3,488	3,616
Total Administrative	1,619	1,326	3,616	3,395	93	3,488	3,616
<i>Debt Service</i>							
Principal Debt Retirement	70,000	70,000	75,000	75,000	-	75,000	80,000
Principal Prepayments	5,000	5,000	-	5,000	-	5,000	-
Interest Expense	121,125	116,708	112,575	112,433	-	112,433	108,300
Total Debt Service	196,125	191,708	187,575	192,433	-	192,433	188,300
TOTAL EXPENDITURES	197,744	193,034	191,191	195,828	93	195,921	191,916
Excess (deficiency) of revenues							
Over (under) expenditures	(20,503)	(13,527)	(14,623)	(24,563)	4,568	(19,995)	(16,748)

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2021 Modified Approved Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUNE-2020	PROJECTED JULY SEPT-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(14,623)	-	-	-	(16,748)
TOTAL OTHER SOURCES (USES)	-	-	(14,623)	-	-	-	(16,748)
Net change in fund balance	(20,503)	(13,527)	(14,623)	(24,563)	4,568	(19,995)	(16,748)
FUND BALANCE, BEGINNING	267,357	246,854	233,327	233,327	-	233,327	213,332
FUND BALANCE, ENDING	\$ 246,854	\$ 233,327	\$ 218,704	\$ 208,764	\$ 4,568	\$ 213,332	\$ 196,584

Series 2005 - Special Assessment Revenue Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/2020	\$ 1,900,000.00	5.70%	\$ -	\$ 54,150.00	\$ 54,150.00
5/01/2021	\$ 1,900,000.00	5.70%	\$ 80,000.00	\$ 54,150.00	\$ 134,150.00
11/01/2021	\$ 1,820,000.00	5.70%	\$ -	\$ 51,870.00	\$ 51,870.00
5/01/2022	\$ 1,820,000.00	5.70%	\$ 85,000.00	\$ 51,870.00	\$ 136,870.00
11/01/2022	\$ 1,735,000.00	5.70%	\$ -	\$ 49,447.50	\$ 49,447.50
5/01/2023	\$ 1,735,000.00	5.70%	\$ 85,000.00	\$ 49,447.50	\$ 134,447.50
11/01/2023	\$ 1,650,000.00	5.70%	\$ -	\$ 47,025.00	\$ 47,025.00
5/01/2024	\$ 1,650,000.00	5.70%	\$ 90,000.00	\$ 47,025.00	\$ 137,025.00
11/01/2024	\$ 1,560,000.00	5.70%	\$ -	\$ 44,460.00	\$ 44,460.00
5/01/2025	\$ 1,560,000.00	5.70%	\$ 95,000.00	\$ 44,460.00	\$ 139,460.00
11/01/2025	\$ 1,465,000.00	5.70%	\$ -	\$ 41,752.50	\$ 41,752.50
5/01/2026	\$ 1,465,000.00	5.70%	\$ 100,000.00	\$ 41,752.50	\$ 141,752.50
11/01/2026	\$ 1,365,000.00	5.70%	\$ -	\$ 38,902.50	\$ 38,902.50
5/01/2027	\$ 1,365,000.00	5.70%	\$ 110,000.00	\$ 38,902.50	\$ 148,902.50
11/01/2027	\$ 1,255,000.00	5.70%	\$ -	\$ 35,767.50	\$ 35,767.50
5/01/2028	\$ 1,255,000.00	5.70%	\$ 115,000.00	\$ 35,767.50	\$ 150,767.50
11/01/2028	\$ 1,140,000.00	5.70%	\$ -	\$ 32,490.00	\$ 32,490.00
5/01/2029	\$ 1,140,000.00	5.70%	\$ 120,000.00	\$ 32,490.00	\$ 152,490.00
11/01/2029	\$ 1,020,000.00	5.70%	\$ -	\$ 29,070.00	\$ 29,070.00
5/01/2030	\$ 1,020,000.00	5.70%	\$ 130,000.00	\$ 29,070.00	\$ 159,070.00
11/01/2030	\$ 890,000.00	5.70%	\$ -	\$ 25,365.00	\$ 25,365.00
5/01/2031	\$ 890,000.00	5.70%	\$ 130,000.00	\$ 25,365.00	\$ 155,365.00
11/01/2031	\$ 760,000.00	5.70%	\$ -	\$ 21,660.00	\$ 21,660.00
5/01/2032	\$ 760,000.00	5.70%	\$ 140,000.00	\$ 21,660.00	\$ 161,660.00
11/01/2032	\$ 620,000.00	5.70%	\$ -	\$ 17,670.00	\$ 17,670.00
5/01/2033	\$ 620,000.00	5.70%	\$ 145,000.00	\$ 17,670.00	\$ 162,670.00
11/01/2033	\$ 475,000.00	5.70%	\$ -	\$ 13,537.50	\$ 13,537.50
5/01/2034	\$ 475,000.00	5.70%	\$ 150,000.00	\$ 13,537.50	\$ 163,537.50
11/01/2034	\$ 325,000.00	5.70%	\$ -	\$ 9,262.50	\$ 9,262.50
5/01/2035	\$ 325,000.00	5.70%	\$ 160,000.00	\$ 9,262.50	\$ 169,262.50
11/01/2035	\$ 165,000.00	5.70%	\$ -	\$ 4,702.50	\$ 4,702.50
5/01/2036	\$ 165,000.00	5.70%	\$ 160,000.00	\$ 4,702.50	\$ 164,702.50
11/01/2036	\$ 5,000	5.70%	\$ -	\$ -	\$ -
			\$ 1,895,000.00	\$ 1,034,265.00	\$ 2,929,265.00

Budget Narrative
Fiscal Year 2021

REVENUES

Interest – Investments

The District earns interest income on their checking account and other Money Market accounts.

Special Assessment - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for debt service expenditures during the Fiscal Year.

Special Assessment – CDD Collected

The District will direct bill Heritage Lake Partners LLC. For Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

Special Assessment - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Misc.-Assessment Collection Cost

The District reimburses the Charlotte County Tax Collector for applicable necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for all collection costs is based on a maximum of 2% of the anticipated assessment collections.

Budget Narrative
Fiscal Year 2021

EXPENDITURES

Debt Service

Principal Debt Retirement

The District pays regular principal payments annually to pay down/retire the debt.

Interest Expense

The District pays interest expense on the debt twice during the year.

Heritage Lake Park
Community Development District

Supporting Budget Schedule
Fiscal Year 2021

Comparison of Assessment Rates
Fiscal Year 2021 Budget vs. Fiscal Year 2020 Budget

Neighborhoods	Total Units/Acres	ERU Per Unit	On-Roll ERUs	Off-Roll Units	2021 O & M Per Unit	2020 O & M Per Unit	Percent Change	2021 Debt Svc Per Unit	2020 Debt Svc Per Unit	Percent Change	2021 Total Per Unit	2020 Total Per Unit	Percent Change
Condo	246.00	1.00	246.00	-	\$1,842.87	\$1,441.52	27.8%	\$ 422.43	\$ 422.43	0.0%	\$ 2,265.30	\$ 1,863.95	21.5%
Park Villa	116.00	1.00	116.00	-	\$1,842.87	\$1,441.52	27.8%	\$ 422.43	\$ 422.43	0.0%	\$ 2,265.30	\$ 1,863.95	21.5%
Luxury Villa	60.00	1.00	60.00	-	\$1,842.87	\$1,441.52	27.8%	\$ 464.67	\$ 464.67	0.0%	\$ 2,307.54	\$ 1,906.19	21.1%
	422.00		422.00	-									
Commercial	14.16	3.77	53.38	-	\$511.57	\$409.46	24.9%	\$ -	\$ -	0.0%	\$ 511.57	\$ 409.46	24.9%

6Ci.

From: Barbara Bennett <doublebara13@hotmail.com>

Sent: Tuesday, June 30, 2020 5:29 PM

To: Faircloth, Justin <justin.faircloth@inframark.com>

Subject: Re: Heritage Lake Park Community Development District Notice of hearing on Assessments to Property

PARCEL ID NUMBER 402317602025

Dear Justin Faircloth, District Manager

I am in receipt of your letter of June 18, 2020 regarding the Heritage Lake Park Community Development District budget, operation and maintenance assessments and public hearing.

First, many of the property owners such as myself live elsewhere at the date of the proposed meeting and would be unable to attend and have an opportunity to be heard. Since you suggest the possibility, if necessary, to conduct the meeting remotely using communications media technology, why not make that decision now so we know we can participate as is our right and obligation.

I must indicate to you how upsetting the idea of a \$400 increase this year and another \$400 increase possibly next year is to me as the increases over the past 5-6 years have been very modest totaling less than \$20.00.

I do think it is your responsibility before suggesting raising the assessment significantly that you specify what the additional monies will be used for specifically, and if any of what it's intended use could not be drawn out over several years so as not to be a hardship on the current homeowners and residents.

As your letter indicates we are currently in a serious health emergency situation and to many of our property owners that has meant loss of work, loss of pay and even high medical costs. That should be of significant importance as you move ahead creating and adopting a budget for the coming year.

Please keep me informed as to your thoughts regarding the above.

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

vvvv

6C.ii.

From: Aram S <emsrdh@comcast.net>
Sent: Tuesday, June 30, 2020 3:25 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: Fwd: Proposed increase in HLP Maintenance Assessment

Hi Justin,

In 2015 our HLP Maintenance Assessment was \$1423.62, in 2019 it was \$1441.51, an increase of \$17.89 over 5 years. It is ridiculous and unfair to expect residents to agree to a \$400 increase. A budget is suppose to actively create reserves over a period of time to fulfill a need. For large projects it is not unusual to do so over 7-10 years. Your letter did NOT indicate how the funds were to be spent. A more complete explanation is needed for residents to determine if the funds should be allocated. As far as resurfacing the roads there is NO immediate need to do so. The back property should NOT be included as you have it up for sale and if developed heavy equipment will destroy the infrastructure and should be the responsibility of the builder. As property manager, it concerns us that you do not have the residents best interests included in your recommendations. \$400 may be insignificant to you, but for many it is an expense that is difficult to manage. I hope you will take a step back and reevaluate your recommendations for the Benefit of the Residents.

Sincerely,
Aram & Elaine Sarkisian

6C.iii.

From: mark stukey <markstukey@att.net>
Sent: Thursday, July 2, 2020 10:41 AM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: 2021 Proposed Increase Heritage Lake Park

The proposed 27.8% increase seems exorbitant. Could you please send a detailed breakdown of the cause for this increase ?

Thanks,

Mark T. Stukey
2140 Heron Lake Dr. # 107
Punta Gorda, FL 33983

6C.iv.

From: Dave O <okeefe1003@gmail.com>
Sent: Tuesday, July 7, 2020 5:39 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: HLP Budget

Dear Sir,

I am submitting our written objection to the 27.8% increase you plan on proposing for the District, to be voted on at the August 3rd meeting. Dont think such a drastic increase is needed at this time., most of us are on a fixed income.

Thank you for your time
Lorraine & david Okeefe

6C.v.

From: Donna Schulz <wanadona@gmail.com>
Sent: Tuesday, July 7, 2020 3:27 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: 2021 budget for HLP

Hi Justin,

How are you?

I am submitting our written objection to the 27.8% increase you plan on proposing for the District, to be voted on at the August 3rd meeting.

Looking over the budget that is on the www.hlp-cdd.com website, there are many items that are questionable.

For example:

PG 1 - Revenue, misc - clubhouse activities 5000

This line item should be the same amount as MISC clubhouse activities in expenditures Since I am assuming one reflects monies deposited for activities and one reflects payments for activities

PG 2 misc bank charges – has been averaging less than \$100 for the past two years, so shouldn't it be \$100?

Field - R&M general does this 9600 budgeted amount include the cutting of the back 40 at \$400 per cut?

PG3 – R&M irrigation average for the past 4 years has been 10,905, should be adjusted to \$10,000

Misc – Contingency – averaged less than \$702 for the past three years – should be \$1,000

PG -4 Misc contingency – averaged \$ 1,413 for the past three years – should be \$2,000

PG 5 R&M Pools – averaged about \$4,628 for the past three years – should be \$7,500

Misc – Clubhouse Activities – should be at the same as revenue clubhouse activities \$5,000

Misc Contingency – averaged \$5,955 for the past three years – should be \$6,000

Cleaning services – is this not the same as contracted cleaning services on pg 4?

Cap outlay – other (awning is in 2020 budget, so it does not need to be included here)

This should be 10,000 since we spent 32k on the pool and 19K on the awning in 2020

What was the stormwater expense of 12,471? (from page 117 of 152)

On page 22 of 152 of the 6/1 agenda pkg

General Fund - what is (66,424.00) Excess (deficiency) of revenues

Is it just the loss of value? Of the general fund?

If the main reason to raise the rate is due to repairing the road, there is no need to raise the rate so high. There is a reserve for the roads currently in place. If you were to concentrate on the worst roads in HLP, along with the clubhouse parking lot, there is no need to raise additional funds in the 2021 budget. Since the District is trying to sell the "back 40", any construction would destroy the roads we would be installing.

Why would you raise the rates 27.8% in one year just to collect the extra \$110K needed for the roads? Would you then lower the rate in 2022? I honestly do not think so.

Also, many of the roads you want to replace are in need of routine maintenance which they are not getting. For example, there are trees on Heritage Lake Boulevard that have roots busting through the pavement. Also, along Royal Tern the grass is not edged and is over growing onto the pavement. Without reliable maintenance of our landscape, we would be wasting our monies on repaving the roads.

It seems that the monies collected from the assessments cover all costs related to CDD properties with some left over. Currently there is a balance in the money market account of approximately \$426,676.00. So it seems we do have a "backup".

I believe instead of raising the rates 27.8% as suggested, why not just raise the rates at a more reasonable rate, similar to the Cost Of Living adjustment some of us are familiar with.

I do understand that the buildings and roads are ageing and will be in need of repair. That is why raising the rates minimally, over a period of time will keep the reserves growing and when the big repairs are needed, the funds will be available.

If you like to review the 2021 budget and discuss other alternatives, please feel free to give me a call.

Thank you for your time in reviewing this matter.

Sincerely,
Jack & Donna Schulz
2025 Royal Tern Circle
Punta Gorda, FL 33983

6C.vi.

R. Lankford
2116 Heron Lake Drive
Punta Gorda, FL 33983

Parcel 402317278011

July 13, 2020

Justin Faircloth
District Manager
Heritage Lake Park Community
Development District
210 N. University Drive, Suite 702
Coral Springs, FL 33071

Dear Mr. Faircloth,

I received your June 18, 2020 letter regarding the increase in budget proposed for my district.

I would like to formally request a way to attend the Aug. 3 meeting via zoom or by phone, as I am over 80 and at risk during this virus crisis. I also want to formally request a detailed account (more that the line items in the letter) of what the proposed increase is to pay for.

Second, I would like to express my concern over the proposed 27.8 percent increase in our assessments. As you know, many residents in Heritage Lake Park are older and on fixed incomes. And, while I understand that things do increase in price, I would remind the board that those of us on fixed incomes do not see anywhere near 20 percent increases in our income. I raised this issue with the HLPPA Board at their meeting today and asked for the support of fellow residents in reducing the proposed increase amount to an affordable level.

I believe I speak for my fellow residents when I say that we see no improvements in the neighborhood that would warrant such a large increase. I also would suggest that if the upkeep and maintenance of our current infrastructure is that costly, perhaps the maintenance should be put out to bid in order to get a more reasonable contract.

If I should have technical challenges in attending the Aug. 3 meeting, I would ask that this letter serve as my formal objection to any increase that may be voted upon that exceeds 20 percent.

I will be expecting a written response from you, answering these questions no later than the Aug. 3 meeting date.

Thank you.

Sincerely,
E. Rosalie Lankford



6Cvii.

From: robert and carolyn hall <robcarhall@hotmail.com>
Sent: Monday, July 20, 2020 1:12 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Cc: Sharon Pasnick <sharon.pasnick@live.ca>; russell738@yahoo.ca
Subject: CDD increase at Heritage Lake Park

Good morning Justin, my husband and I own a condo unit at Heritage Lake Park. We received your information about the proposed budget with the extremely large increase (21.5%). You advised me that the reason for the large assessment was that the Board wished to repave the whole area at a cost of \$260,000.

As this project is not a necessity at this point, and is not a safety concern it seems a large burden to put upon all the owners this year, in particular those hit in one way or another by the effects of the Covid pandemic.

I would ask that you put our objection on record, and that the major expenditure be delayed at this point.

Respectfully,

Robert and Carolyn Hall
Unit 207
2060 Willow Hammock Circle

6E.

RESOLUTION 2020-5

THE ANNUAL APPROPRIATION RESOLUTION OF THE HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the District further posted the Proposed Budget on its website as required pursuant to Section 189.016, Florida Statutes; and

WHEREAS, the Board set August 3, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to applicable Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1 of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budget

- a. That the Board has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2020 and/or revised projections for Fiscal Year 2021.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Heritage Lake Park Community Development District for the Fiscal Year Ending September 30, 2021," as adopted by the Board of Supervisors on August 3, 2020.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sum of _____ (\$_____) to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.

- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 3rd day of August, 2020.

ATTEST:

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT**

Signature

Signature

Printed Name

Printed Name

Title:

- ☐ **Secretary**
- ☐ **Assistant Secretary**

Title:

- ☐ **Chairman**
- ☐ **Vice Chairman**

Exhibit A: Budget FY 2020-2021

EXHIBIT “A”

6F

RESOLUTION 2020-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT; IMPOSING SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Heritage Lake Park Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Charlotte County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors (the “Board”) of the District hereby determines to undertake various operations and maintenance activities described in the District’s general fund budget for Fiscal Year 2020-2021 (“Operations and Maintenance Budget”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2020-2021; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the district; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect on the tax roll for certain lots (“Uniform Method Property”) pursuant to the Uniform Method and which is also indicated on Exhibit “A”; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

WHEREAS, the District has approved an Agreement with the Property Appraiser and Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance on certain lots in the amount contained in the budget; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the District (the "Assessment Roll") and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibit "A" and the "Assessment Roll," and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibit "A" and the "Assessment Roll." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Uniform Method Property Assessments.** The collection of certain previously levied debt service assessments on certain lots and lands and operation and maintenance assessments on certain lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibit "A" and the Assessment Chart attached hereto and incorporated herein as Exhibit "B."
- B. Direct Bill Assessments.** The annual installment for the previously levied debt service assessments as well as operation and maintenance assessments on certain other undeveloped and unplatted lands and certain lots as shown on Exhibits "A" and "B," (if any) will be collected directly by the District in accordance with Florida law, as set

forth in Exhibits “A” and “B.” Assessments directly collected by the District are due in full on October 1, 2020. In the event that an assessment payment is not made as stated above, the entire assessment – including any remaining partial, deferred payments for Fiscal Year 2020-2021, as well as any future installments of special assessments – shall immediately become due and payable; shall accrue interest at the highest amount allowed by law, and all costs of collection and enforcement will be collected; and such total amounts shall either be enforced pursuant to a foreclosure action or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapters 170 or 173 of the Florida Statutes or other applicable law to collect and enforce the entire assessment, as set forth herein.

- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll is hereby certified. That portion of the District’s Assessment Roll which includes the Uniform Method Property is hereby certified to the County Tax Collector and shall be collected by the County Tax collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Heritage Lake Park Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution; and shall amend the District’s Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of the District.

PASSED AND ADOPTED this 3rd day of August, 2020.

ATTEST:

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT**

Signature

Signature

Printed Name

Printed Name

Title:

- ☐ **Secretary**
- ☐ **Assistant Secretary**

Title:

- ☐ **Chairman**
- ☐ **Vice Chairman**

Exhibit “A” – Budget FY 2020-2021

Exhibit “B” – Assessment Chart FY 2020-2021 [Direct Bill (if any) and Uniform Method]

Seventh Order of Business

7A

**MINUTES OF MEETING
HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heritage Lake Park Community Development District was held on Monday, June 1, 2020 telephonically via zoom.

Present and constituting a quorum were:

Paul Eberhardt	Chairman
John Collins	Vice Chairman
Douglas Carville	Assistant Secretary
Lawrence Forlano	Assistant Secretary
Elizabeth Shella	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Residents	

The following is a summary of the actions taken at the June 1, 2020 meeting of the Heritage Lake Park Community Development District Board of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

The meeting was called to order and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of Agenda

The following items were provided to the Board and added to the agenda:

- Email to Debbie Kennedy dated May 31, 2020 regarding status of the western wall was added under Item 7A.
- Line 47 of the May 4, 2020 minutes was changed from *Stamfer* to *Schulz*.

On MOTION by Mr. Eberhardt seconded by Mr. Carville with all in favor the agenda was approved as amended.

June 1, 2020

Heritage Lake Park CDD

FOURTH ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

- Mrs. Schulz spoke regarding the opening of the facilities.
- Mr. Sevenic inquired about the opening of the facilities
- A resident inquired about the foreclosed lots and reserving the Clubhouse.

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes from the May 4, 2020 Meeting**
- B. Acceptance of the Financial Statements**
- C. Acceptance of Fiscal Year 2019 Audit**
- D. Number of Registered Voters (473)**
- E. Ratification of Agreements Per Spending Resolution 2017-03**
 - i. Complete I.T. Invoice 5093**
 - ii. John's Electric Motors Proposal 1407 Revised**
 - iii. CTC Pressure Cleaning Estimate 3288**

On MOTION by Ms. Shella seconded by Mr. Carville with all in favor the consent agenda was approved.

SIXTH ORDER OF BUSINESS

Engineer's Report

A. CPH Wetland Marker May 11, 2020 Email

- District Engineer quote regarding littoral markers was discussed.
- The Board decided to table the wetland marker item at this time due to financial costs.

SEVENTH ORDER OF BUSINESS

Old Business

A. One Source Construction, Inc Quotation 100106 – Stucco Repairs

i. Email to Debbie Kennedy Regarding Status of Western Wall

- Staff responded to Ms. Kennedy reporting that a proposal for cleaning the wall was approved by the Board and is expected to be completed soon.
- Quotation 100106 from One Source Construction, Inc. in the amount of \$8,950 for wall repair was discussed.

Ms. Shella MOVED to approve Quote 100106 from One Source Construction, Inc. for wall repair in the amount of \$8,950 and Mr. Carville seconded the motion.

- Paint color and maintenance of the western wall was addressed.

June 1, 2020

Heritage Lake Park CDD

- Staff was directed to pursue an agreement with Port Charlotte Rehab/Deep Creek RNC for maintenance of the western wall for Board approval at the August meeting.

On VOICE vote with all in favor the prior motion was approved.

- B. Hess Construction, Inc. Awning Proposal Pricing Correction**
- Hess Construction revised awning proposal amount from \$16,100 to \$18,990 was discussed.

On MOTION by Ms. Shella seconded by Mr. Collins with all in favor the revised proposal amount from \$16,100 to \$18,990 for Hess Construction to complete the A-Frame structure with the option for elite panel with 7/16 OSB plywood and 5-V metal roof and underlayment for metal roof with roll form gutters was approved.

- C. Landscape/Irrigation RFP Discussion**
- Mr. Forlano reported that he and Mr. Faircloth met with Mr. St. Pierre who reported they are following up on the outstanding issues.
 - Obtaining landscape/irrigation RFPs was discussed.

Ms. Shella MOVED to authorize staff to go out for separate bids for the landscape and irrigation needs of the District utilizing the current scope of services; and to have District Counsel work with the District Manager to develop the RFPs with proposals to be included in the 8/3/20 agenda package; and Mr. Carville seconded the motion.

- The prior motion was discussed.

On VOICE vote with Mr. Eberhardt, Mr. Collins, Mr. Carville and Ms. Shella in favor and Mr. Forlano opposed the prior motion was approved. 4-1

EIGHTH ORDER OF BUSINESS

New Business

A. Kennedy Electric April 30, 2020 Proposal LED Can Light Retro-Fit

- Mr. Eberhardt commented on the proposal from Kennedy Electric.
- Discussion ensued with regard to the number of lights to be changed and funding of the project.

Mr. Forlano MOVED to replace half of the lights in FY 2020.

- It was noted the same fixtures at the same pricing may not be available if not done at the same time.

Mr. Forlano withdrew his prior motion.

- Further discussion ensued.

On MOTION by Mr. Forlano seconded by Ms. Shella with all in favor the April 30, 2020 proposal from Kennedy Electric for LED can light retro fitting in an amount not to exceed \$6,720 for 42 lights to be changed out with a preference to complete half of the lights in FY 2020 and half in FY 2021 if it was possible to obtain the same fixtures at the same pricing was approved.

B. CTC Estimate 3290

- Mr. Collins reviewed the CTC estimate 3290 for pressure cleaning clubhouse walkway pavers.

On MOTION by Mr. Collins seconded by Mr. Forlano with all in favor CTC Estimate 3290 in the amount of \$885.75 to pressure clean clubhouse walkway pavers was approved.

C. Opening of Facilities Discussion

- Discussion ensued with regard to opening of the facilities.

On MOTION by Ms. Shella seconded by Mr. Forlano with all in favor to open all facilities without restrictions staying in compliance with current stipulations issued by the Governor and the State was approved.

June 1, 2020

Heritage Lake Park CDD

NINTH ORDER OF BUSINESS

Manager's Report

A. Discussion of Proposed Tentative Fiscal Year 2021 Budget

- The FY 2021 budget was presented and reviewed with the Board.
- There is a proposed increase in assessments.
- Questions and comments were addressed.

B. Resolution 2020-4 Approving Fiscal Year 2021 Proposed Tentative Budget and Setting Public Hearing

On MOTION by Ms. Shella seconded by Mr. Eberhardt with all in favor Resolution 2020-4 approving a proposed budget as presented for fiscal year 2020/2021 and setting a public hearing on August 3, 2020 at 10:00 a.m. in the Heritage Lake Park Clubhouse, thereon pursuant to Florida Law; addressing transmittal, posting and publication requirements; and providing an effective date was adopted.

C. Landscape/Irrigation Update

- Staff gave an update on landscape and irrigation items being addressed with Pinnacle.

D. Field Management Report

- The Field Manager's Report for inspection conducted on May 19, 2020 was reviewed.

On MOTION by Mr. Eberhardt seconded by Ms. Shella with all in favor extending the meeting by 30 minutes was approved.

- Questions and comments on the Field Manager's Report were addressed.

E. Update on Follow-Up Actions

i. Maintenance Technician Discussion

- The maintenance technician position was discussed. Supervisor Eberhardt will work to find a replacement for this position.

ii. TIPS Claim

- Staff reported a request for reimbursement from the District's insurer was submitted for safety repairs completed to the sidewalk and pool pavers.

iii. Solitude Service Reports

- These were included in the agenda package for informational purposes.

June 1, 2020

Heritage Lake Park CDD

191

192 **TENTH ORDER OF BUSINESS**

Attorney's Report

193 **A. Attorney CPI Increase Notice**

- 194 • There will be no increase for the next fiscal year.

195

196 **ELEVENTH ORDER OF BUSINESS**

**Supervisors' Reports, Requests
and Comments**

- 197 • None.

199

200 **TWELFTH ORDER OF BUSINESS**

Chairman Comments

- 201 • Mr. Eberhardt commented on Hess Construction repairing loose roof screws and
202 installation of a fence section in front of the flume behind the clubhouse.

203

204 **THIRTEENTH ORDER OF BUSINESS**

Audience Comments

- 205 • Mrs. Ford inquired about the Architectural Review Committee.
206 • Mrs. Schulz thanked the Board for opening the facilities.
207 • A resident commented on the trees within the District.

208

209 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

210

211 On MOTION by Mr. Forlano seconded by Ms. Shella with
212 all in favor the meeting was adjourned at 12:56 p.m.

213

214

215

216

217 _____
Justin Faircloth
218 Secretary

Paul Eberhardt
Chairman

7B

**Heritage Lake Park
Community Development District**

Financial Report

June 30, 2020



Table of Contents

FINANCIAL STATEMENTS

Balance Sheet - All Funds	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	Pages 2-5
Debt Service Fund	Page 6

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments	Page 7
Cash and Investment Report	Page 8
Bank Reconciliation	Page 9
Payment Register by Bank Account	Pages 10-12

**Heritage Lake Park
Community Development District**

Financial Statements

(Unaudited)

June 30, 2020

Balance Sheet
June 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2005 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 60,270	\$ -	\$ 60,270
Cash On Hand/Petty Cash	800	-	800
Assessments Receivable	48,323	15,207	63,530
Allow-Doubtful Collections	(48,323)	(15,207)	(63,530)
Due From Other Funds	-	7,288	7,288
Investments:			
Money Market Account	426,954	-	426,954
Prepayment Account	-	939	939
Reserve Fund	-	139,018	139,018
Revenue Fund	-	61,519	61,519
Prepaid Items	5,572	-	5,572
TOTAL ASSETS	\$ 493,596	\$ 208,764	\$ 702,360
<u>LIABILITIES</u>			
Accounts Payable	\$ 2,836	\$ -	\$ 2,836
Accrued Expenses	420	-	420
Due To Other Funds	7,288	-	7,288
TOTAL LIABILITIES	10,544	-	10,544
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	5,572	-	5,572
Restricted for:			
Debt Service	-	208,764	208,764
Assigned to:			
Operating Reserves	53,734	-	53,734
Reserves - Capital Projects	76,536	-	76,536
Reserves - Legal	7,292	-	7,292
Reserves - Roadways	87,660	-	87,660
Reserves - Stormwater System	21,878	-	21,878
Reserve - Wall	73,429	-	73,429
Unassigned:	156,951	-	156,951
TOTAL FUND BALANCES	\$ 483,052	\$ 208,764	\$ 691,816
TOTAL LIABILITIES & FUND BALANCES	\$ 493,596	\$ 208,764	\$ 702,360

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 5,000	\$ 2,556	51.12%	\$ 42
Hurricane Irma FEMA Refund	-	811	0.00%	-
Recreational Activity Fees	8,000	7,225	90.31%	-
Special Assmnts- Tax Collector	633,237	617,749	97.55%	4,325
Special Assmnts- CDD Collected	66,425	-	0.00%	-
Special Assmnts- Discounts	(25,329)	(22,467)	88.70%	130
Allowance Uncollected Assem.	(66,425)	-	0.00%	-
Settlements	-	13,479	0.00%	-
Other Miscellaneous Revenues	500	935	187.00%	-
Gate Bar Code/Remotes	200	2,155	1077.50%	100
TOTAL REVENUES	621,608	622,443	100.13%	4,597

EXPENDITURES

Administration

P/R-Board of Supervisors	12,000	7,800	65.00%	1,000
FICA Taxes	918	597	65.03%	77
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,093	-	0.00%	-
ProfServ-Engineering	4,000	4,130	103.25%	-
ProfServ-Legal Services	24,844	54,460	219.21%	2,621
ProfServ-Mgmt Consulting Serv	56,948	43,024	75.55%	4,746
ProfServ-Trustee Fees	5,000	4,771	95.42%	-
ProfServ-Web Site Development	1,278	959	75.04%	107
ProfServ-Web Site Maintenance	-	388	0.00%	-
Auditing Services	3,850	3,725	96.75%	-
Postage and Freight	600	343	57.17%	42
Insurance - General Liability	2,859	7,723	270.13%	-
Printing and Binding	1,800	-	0.00%	-
Legal Advertising	900	972	108.00%	-
Misc-Bank Charges	600	61	10.17%	-
Misc-Assessmnt Collection Cost	12,665	11,906	94.01%	89
Misc-Contingency	3,856	2,349	60.92%	-
Office Supplies	35	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	134,021	143,383	106.99%	8,682

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>Field</u>				
ProfServ-Field Management	5,562	4,172	75.01%	464
ProfServ-Wetlands	10,680	8,010	75.00%	890
Contracts-Landscape	61,500	52,325	85.08%	5,900
Contracts-Buffer Wall	5,600	6,800	121.43%	-
R&M-General	9,600	2,842	29.60%	-
R&M-Irrigation	20,000	6,658	33.29%	600
R&M-Lake	5,000	5,053	101.06%	-
R&M-Mulch	5,000	5,390	107.80%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Trees and Trimming	5,995	4,305	71.81%	-
R&M-Lights	3,000	1,235	41.17%	70
R&M-Wall	8,000	329	4.11%	-
Misc-Contingency	7,473	75	1.00%	-
Total Field	150,410	97,194	64.62%	7,924
<u>Utilities</u>				
Communication - Telephone	708	372	52.54%	42
Electricity - General	5,500	4,037	73.40%	467
Misc-Internet Services	2,458	1,731	70.42%	206
Total Utilities	8,666	6,140	70.85%	715
<u>Gatehouse</u>				
Towing Services	250	-	0.00%	-
Contracts-Gates	1,080	-	0.00%	-
Contracts-Security System	58,667	42,377	72.23%	4,749
Electricity - General	2,800	1,875	66.96%	208
R&M-Buildings	500	384	76.80%	-
R&M-Gate	3,000	1,828	60.93%	-
Misc-Contingency	5,000	1,212	24.24%	-
Total Gatehouse	71,297	47,676	66.87%	4,957
<u>Clubhouse and Recreation</u>				
Payroll-Salaries	18,000	13,540	75.22%	1,312
Payroll Taxes	1,377	185	13.44%	18
Workers' Compensation	490	900	183.67%	450
Fire Alarm Monitoring	540	405	75.00%	-
Contracts-Fountain	664	510	76.81%	-
Contracts-Security Camera	550	550	100.00%	-
Contracts-Pools	8,400	6,300	75.00%	700

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
Contracts-Cleaning Services	10,740	6,968	64.88%	1,035
Contracts-HVAC	2,353	1,968	83.64%	-
Contracts-Pest Control	1,800	1,350	75.00%	150
Contracts-Security System	6,840	6,631	96.94%	798
Pest Control - Bldg/Gnds	1,620	-	0.00%	-
Contractual Maint. Services	13,520	7,493	55.42%	260
Electricity - General	23,000	12,981	56.44%	1,255
Utility - Refuse Removal	2,609	2,485	95.25%	275
Utility - Water & Sewer	5,600	4,287	76.55%	420
Insurance - Property	33,079	26,367	79.71%	-
R&M-General	4,000	4,752	118.80%	111
R&M-Fountain	500	156	31.20%	-
R&M-Pools	23,657	15,314	64.73%	161
R&M-Tennis Courts	1,000	44	4.40%	-
R&M-Fitness Equipment	3,000	3,595	119.83%	-
R&M-Fitness Center	2,000	1,420	71.00%	-
R&M-Security Cameras	1,000	135	13.50%	-
R&M-Backflow Inspection	154	154	100.00%	-
Fire Ext Inspection & Repairs	500	-	0.00%	-
R&M-Fire Alarm	500	1,513	302.60%	580
Fire Alarm Inspection	200	198	99.00%	198
R&M-Fire Sprinklers	500	3,243	648.60%	-
R&M - Computer/Internet	1,500	562	37.47%	93
Misc-Cable TV Expenses	1,800	1,041	57.83%	116
Misc-Clubhouse Activities	4,800	7,391	153.98%	10
Misc-Contingency	30,500	14,359	47.08%	-
Office Supplies	3,000	842	28.07%	42
Cleaning Supplies	2,600	221	8.50%	20
Cleaning Services	500	-	0.00%	-
Cap Outlay - Other	23,870	42,539	178.21%	-
Total Clubhouse and Recreation	236,763	190,399	80.42%	8,004
Reserves				
Reserve - Roadways	29,220	6,675	22.84%	-
Reserve-Stormwater System	29,220	12,471	42.68%	-
Reserves - Wall	28,435	-	0.00%	-
Total Reserves	86,875	19,146	22.04%	-
TOTAL EXPENDITURES & RESERVES	688,032	503,938	73.24%	30,282

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	(66,424)	118,505	n/a	(25,685)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(66,424)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(66,424)	-	0.00%	-
Net change in fund balance	\$ (66,424)	\$ 118,505	n/a	\$ (25,685)
FUND BALANCE, BEGINNING (OCT 1, 2019)	364,547	364,547		
FUND BALANCE, ENDING	\$ 298,123	\$ 483,052		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 3,000	\$ 1,499	49.97%	\$ 1
Special Assmnts- Tax Collector	180,800	176,151	97.43%	1,267
Special Assmnts- CDD Collected	19,854	-	0.00%	-
Special Assmnts- Discounts	(7,232)	(6,385)	88.29%	38
Allowance Uncollected Assem.	(19,854)	-	0.00%	-
TOTAL REVENUES	176,568	171,265	97.00%	1,306
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	3,616	3,395	93.89%	26
Total Administration	3,616	3,395	93.89%	26
<u>Debt Service</u>				
Principal Debt Retirement	75,000	75,000	100.00%	-
Principal Prepayments	-	5,000	0.00%	-
Interest Expense	112,575	112,433	99.87%	-
Total Debt Service	187,575	192,433	102.59%	-
TOTAL EXPENDITURES	191,191	195,828	102.43%	26
Excess (deficiency) of revenues				
Over (under) expenditures	(14,623)	(24,563)	n/a	1,280
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(14,623)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(14,623)	-	0.00%	-
Net change in fund balance	\$ (14,623)	\$ (24,563)	n/a	\$ 1,280
FUND BALANCE, BEGINNING (OCT 1, 2019)	233,327	233,327		
FUND BALANCE, ENDING	\$ 218,704	\$ 208,764		

**Heritage Lake Park
Community Development District**

Supporting Schedules

June 30, 2020

Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2005 Debt Service Fund
Assessments Levied FY 2019				\$ 814,037	\$ 633,237	\$ 180,800
Allocation %				100%	78%	22%
Real Estate Installment						
11/08/19	\$ 10,829	\$ 616	\$ 221	\$ 11,666	\$ 8,952	\$ 2,713
Real Estate Current						
11/15/19	7,014	298	143	7,456	5,766	1,690
11/21/19	43,999	1,871	898	46,767	36,038	10,730
11/27/19	65,161	2,771	1,330	69,261	53,336	15,926
12/05/19	93,219	3,964	1,902	99,085	76,400	22,684
12/12/19	217,883	9,264	4,447	231,593	178,747	52,846
12/27/19	80,943	3,442	1,652	86,037	66,309	19,727
01/09/20	147,060	5,839	3,001	155,900	125,823	30,077
02/12/20	37,582	878	767	39,227	30,272	8,956
03/12/20	14,508	150	296	14,954	11,532	3,422
04/23/20	18,349	-	374	18,724	14,415	4,309
05/14/20	7,556	(72)	154	7,638	5,833.33	1,804.96
06/11/20	5,644	(168)	115	5,592	4,324.53	1,267.29
TOTAL	\$ 749,748	\$ 28,852	\$ 15,301	\$ 793,900	\$ 617,749	\$ 176,151
% COLLECTED				97.53%	97.55%	97.43%
TOTAL OUTSTANDING				\$ 20,136	\$ 15,488	\$ 4,648

Cash and Investment Balances
June 30, 2020

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Public Funds Checking	Synovus	0.00%	\$ 60,270
Cash On Hand/Petty Cash			800
		Subtotal	\$ 61,070
Public Funds Money Market Variance Account	BankUnited	0.25%	55,639
Government Interest Checking	Money Market Valley National Bank	0.10%	371,316
		Subtotal	\$ 426,954
DEBT SERVICE FUND			
Series 2005 Prepayment Account	U.S. Bank	0.01%	939
Series 2005 Reserve Fund	U.S. Bank	0.01%	139,018
Series 2005 Revenue Fund	U.S. Bank	0.01%	61,519
		Subtotal	\$ 201,477 (1)
		Total	\$ 689,500

Note 1 - Invested in US Bank First American Government Obligation Fund

Heritage Lake Park CDD

Bank Reconciliation

Bank Account No. 9900 SYNOVUS GF CHECKING
Statement No. 06-20
Statement Date 6/30/2020

G/L Balance (LCY)	60,269.51	Statement Balance	61,419.51
G/L Balance	60,269.51	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	61,419.51
Subtotal	60,269.51	Outstanding Checks	1,150.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	60,269.51	Ending Balance	60,269.51
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
6/18/2020	Payment	10307	TRAVELERS CL REMITTANCE CENTER	450.00	0.00	450.00
6/25/2020	Payment	10313	HOWARDS POOL WORLD INC	700.00	0.00	700.00
Total Outstanding Checks.....				1,150.00		1,150.00

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 05/01/20 to 06/30/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
SYNOVUS GF CHECKING - (ACCT# XXXXX9900)									
Check	10264	05/07/20	Vendor	THE FINISHING TOUCH	1039	POWDER COAT POOL GATES	R&M-Pools	001-546074-57212	\$320.00
Check	10265	05/07/20	Vendor	HOWARDS POOL WORLD INC	8645-E	APRIL 2020 POOL SVCS	Contracts-Pools	001-534078-57212	\$700.00
Check	10265	05/07/20	Vendor	HOWARDS POOL WORLD INC	WO-7335	UNCLOG SUCTION LINE ON VAC PUMP	R&M-Pools	001-546074-57212	\$278.00
Check	10266	05/07/20	Vendor	PINNACLE LAWN AND LANDSCAPE SERVICE, INC.	25512	MAY LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$5,900.00
Check	10267	05/07/20	Vendor	HIDDEN EYES LLC	689345	GATE ACCESS - FRONT GATE	Prepaid Items	155000	\$5,523.07
Check	10267	05/07/20	Vendor	HIDDEN EYES LLC	690186	JUNE GATE ACCESS/ AMENITIES ACCESS	Prepaid Items	155000	\$5,546.96
Check	10268	05/07/20	Vendor	PEST ELIMINATORS, INC	91882	APRIL PEST CONTROL	Contracts-Pest Control	001-534125-57212	\$150.00
Check	10269	05/07/20	Vendor	BRYANT MILLER OLIVE P.A	72064	LEGAL MATTERS THRU APRIL 2020	ProfServ-Legal Services	001-531023-51401	\$840.00
Check	10270	05/07/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00399161	REPLACED TIMER FOR LIGHTS	R&M-Lake	001-546042-53901	\$53.09
Check	10271	05/07/20	Vendor	INNERSYNC STUDIO LTD	18483	CDD WEBSITE SVCS ACCESS COMPLIANCE	ProfServ-Web Site Development	001-531047-57212	\$234.38
Check	10271	05/07/20	Vendor	INNERSYNC STUDIO LTD	18483	CDD WEBSITE SVCS ACCESS COMPLIANCE	ProfServ-Web Site Maintenance	001-531094-51301	\$153.75
Check	10272	05/15/20	Employee	ELIZABETH R. SHELLA	PAYROLL	May 15, 2020 Payroll Posting			\$184.70
Check	10273	05/15/20	Employee	PAUL R. EBERHARDT	PAYROLL	May 15, 2020 Payroll Posting			\$184.70
Check	10274	05/15/20	Employee	LAWRENCE G. FORLANO	PAYROLL	May 15, 2020 Payroll Posting			\$184.70
Check	10275	05/14/20	Vendor	WASTE MANAGEMENT INC OF FLORIDA	9814276-0336-1	MAY 2020 REFUSE REMOVAL	Utility - Refuse Removal	001-543020-57212	\$275.51
Check	10276	05/14/20	Vendor	BERGER, TOOMBS, ELAM	349704	AUDIT SVCS FYE 9/30/19	Auditing Services	001-532002-51301	\$3,725.00
Check	10277	05/28/20	Vendor	ACTION AUTOMATIC DOOR CO	S384101	GATE REPAIRS	R&M-Gate	001-546034-53904	\$1,071.00
Check	10278	05/28/20	Vendor	SUNCOAST MEDIA GROUP	3749461	NOTICE OF MEETING 5/11/20	Legal Advertising	001-548002-51301	\$77.22
Check	10279	05/28/20	Vendor	K & T POULTON INC DBA/	3931	POOL MOTOR	R&M-Pools	001-546074-57212	\$5,720.90
Check	10280	05/28/20	Vendor	PERSSON, COHEN & MOONEY, P.A.	23859	RE: MASSEY THRU APRIL 2020	ProfServ-Legal Services	001-531023-51401	\$616.80
Check	10280	05/28/20	Vendor	PERSSON, COHEN & MOONEY, P.A.	23860	GEN MATTERS THRU APR 2020	ProfServ-Legal Services	001-531023-51401	\$1,092.25
Check	10281	05/28/20	Vendor	HOWARDS POOL WORLD INC	WO-7505	POOL MAINT	R&M-Pools	001-546074-57212	\$178.00
Check	10281	05/28/20	Vendor	HOWARDS POOL WORLD INC	10686-E	MAY POOL MAINT	Contracts-Pools	001-534078-57212	\$700.00
Check	10282	05/28/20	Vendor	INFRAMARK, LLC	51482	MAY MGMT SVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,745.67
Check	10282	05/28/20	Vendor	INFRAMARK, LLC	51482	MAY MGMT SVCS	ProfServ-Field Management	001-531016-53901	\$463.50
Check	10282	05/28/20	Vendor	INFRAMARK, LLC	51482	MAY MGMT SVCS	Postage and Freight	001-541006-51301	\$6.50
Check	10282	05/28/20	Vendor	INFRAMARK, LLC	51482	MAY MGMT SVCS	ProfServ-Web Site Development	001-531047-51301	\$106.50
Check	10282	05/28/20	Vendor	INFRAMARK, LLC	51482	MAY MGMT SVCS	Contractual Maint. Services	001-534378-57212	\$1,118.00
Check	10283	05/28/20	Vendor	TRAVELERS CL REMITTANCE CENTER	W7193-042720	WORKERS COMP - RENEWAL 5/17/20-5/17/21	Workers' Compensation	001-524001-57212	\$450.00
Check	10284	05/28/20	Vendor	PEST ELIMINATORS, INC	98967	5/15/20 PEST CONTROL	Contracts-Pest Control	001-534125-57212	\$150.00
Check	10285	05/28/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00405998	MAY LAKE/POND MGMT	ProfServ-Wetlands	001-531048-53901	\$490.00
Check	10285	05/28/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00406000	QRTLY FOUNTAIN MAINT 5/1-7/31/20	Contracts-Fountain	001-534023-57212	\$170.00
Check	10285	05/28/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00405999	MAY WETLANDS MGMT	ProfServ-Wetlands	001-531048-53901	\$400.00
Check	10286	05/28/20	Vendor	ACCESS FIRE PROTECTION, INC.	8898	FIRE SPRINKLER/BACKFLOW TESTING	R&M-Fire Sprinklers	001-546903-57212	\$450.00
Check	10287	05/28/20	Vendor	CPH	119707	ENGG SVCS THRU 4/12/20	ProfServ-Engineering	001-531013-51501	\$1,767.05
Check	10288	05/28/20	Vendor	COVERALL NORTH AMERICA, INC.	CM1160258315	CM1160258315 FOR APRIL CLEANING SVCS	Contracts-Cleaning Services	001-534082-57212	(\$517.50)
Check	10288	05/28/20	Vendor	COVERALL NORTH AMERICA, INC.	1160257612	APRIL CLEANING SVCS	Contracts-Cleaning Services	001-534082-57212	\$1,035.00
Check	10288	05/28/20	Vendor	COVERALL NORTH AMERICA, INC.	1160258224	MAY CLEANING SVCS	Contracts-Cleaning Services	001-534082-57212	\$1,035.00
Check	10289	05/28/20	Vendor	CTC PRESSURE CLEANING	1987	SEALANT PRESSURE CLEAN/SAND/SEAL DECK	R&M-Pools	001-546074-53901	\$3,085.00
Check	10290	05/28/20	Vendor	COMPLETE I.T.	5093	SET UP ZOOM MEETING MAY 4TH	Misc-Contingency	001-549900-51301	\$30.00
Check	10290	05/28/20	Vendor	COMPLETE I.T.	5158	SETUP ZOOM MEETINGS	Misc-Contingency	001-549900-51301	\$30.00
Check	10291	06/04/20	Vendor	WENZEL ELECTRICAL SERVICES INC	232403	FIRE ALARM DIALER RESET	R&M-Fire Alarm	001-546463-57212	\$242.50
Check	10291	06/04/20	Vendor	WENZEL ELECTRICAL SERVICES INC	232411	INSTALL CELEMETRY MODULE	R&M-Fire Alarm	001-546463-57212	\$690.00

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 05/01/20 to 06/30/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	10292	06/04/20	Vendor	DONE RIGHT POOL HEATING & A/C INC	153892	POOL HEATER MAINT	R&M-Pools	001-546074-57212	\$105.00
Check	10293	06/04/20	Vendor	FLORIDA DEPT OF HEALTH	08-BID-4644014	POOL PERMITS	R&M-Pools	001-546074-57212	\$300.00
Check	10294	06/04/20	Vendor	SAM'S CLUB DIRECT	052020-9591	MAY PURCHASES	Office Supplies	001-551002-57212	\$153.96
Check	10294	06/04/20	Vendor	SAM'S CLUB DIRECT	052020-9591	MAY PURCHASES	Cleaning Supplies	001-551003-57212	\$27.72
Check	10294	06/04/20	Vendor	SAM'S CLUB DIRECT	052020-9591	MAY PURCHASES	Misc-Contingency	001-549900-57212	\$45.00
Check	10295	06/04/20	Vendor	WASTE MANAGEMENT INC OF FLORIDA	9817406-0336-1	JUNE REFUSE REMOVAL	Utility - Refuse Removal	001-543020-57212	\$274.93
Check	10296	06/04/20	Vendor	HIDDEN EYES LLC	691045	JULY SEC MONITORING	Prepaid Items	155000	\$5,571.96
Check	10297	06/04/20	Vendor	HERITAGE LAKE PARK COMMUNITY ASSOC, INC	05052020	SHARED TREE TRIMMING SVCS	R&M-Trees and Trimming	001-546099-53901	\$1,400.00
Check	10298	06/04/20	Vendor	SUNSHINE ACE HARDWARE, INC.	052520-900376	APR/MAY PURCHASES	R&M-General	001-546001-53901	\$12.99
Check	10298	06/04/20	Vendor	SUNSHINE ACE HARDWARE, INC.	052520-900376	APR/MAY PURCHASES	R&M-General	001-546001-57212	\$13.98
Check	10299	06/04/20	Vendor	COVERALL NORTH AMERICA, INC.	1160258820	CLEANING SVCS 6/1-6/30/20	Contracts-Cleaning Services	001-534082-57212	\$1,035.00
Check	10300	06/04/20	Vendor	TIMOTHY KRING	052820	PAYMENT FOR POOL TABLE	Misc-Contingency	001-549900-57212	\$1,900.00
Check	10301	06/04/20	Employee	ELIZABETH R. SHELLA	PAYROLL	June 04, 2020 Payroll Posting			\$184.70
Check	10302	06/04/20	Employee	PAUL R. EBERHARDT	PAYROLL	June 04, 2020 Payroll Posting			\$184.70
Check	10303	06/04/20	Employee	LAWRENCE G. FORLANO	PAYROLL	June 04, 2020 Payroll Posting			\$184.70
Check	10304	06/18/20	Vendor	WENZEL ELECTRICAL SERVICES INC	232390	FIRE ALARM RESET	FIRE ALARM MAINT	001-546463-57212	\$290.00
Check	10304	06/18/20	Vendor	WENZEL ELECTRICAL SERVICES INC	232428	FIRE ALARM PANEL MAINT	R&M-Fire Alarm	001-546463-57212	\$290.00
Check	10304	06/18/20	Vendor	WENZEL ELECTRICAL SERVICES INC	232412	FIRE ALARM INSPECTION	Fire Alarm Inspection	001-546464-57212	\$198.00
Check	10305	06/18/20	Vendor	PERSSON, COHEN & MOONEY, P.A.	23938	GEN MATTERS THRU MAY 2020	ProfServ-Legal Services	001-531023-51401	\$2,621.40
Check	10306	06/18/20	Vendor	FEDEX	7-032-82631	FEDEX'S TO COUNTY AND PUNTA GORDA CITY MGR	Postage and Freight	001-541006-51301	\$28.70
Check	10307	06/18/20	Vendor	TRAVELERS CL REMITTANCE CENTER	W7193-052820	WORKERS COMP 5/17/20-5/17/21	Workers' Compensation	001-524001-57212	\$450.00
Check	10308	06/18/20	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA, INC	18632	POOL REPAIRS	R&M-Pools	001-546074-57212	\$161.06
Check	10308	06/18/20	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA, INC	18633	REPAIR OF LEANING POLE	R&M-Lights	001-546133-53901	\$70.00
Check	10309	06/18/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00423068	JUNE WETLAND MGMT SVCS	ProfServ-Wetlands	001-531048-53901	\$400.00
Check	10309	06/18/20	Vendor	SOLITUDE LAKE MANAGEMENT	PI-A00423067	JUNE LAKE/POND MGMT	R&M-Lake	001-546042-53901	\$490.00
Check	10310	06/18/20	Vendor	STAHLMAN-ENGLAND IRRIGATION, INC.	21034.1A	IRR PUMPS	R&M-Irrigation	001-546041-53901	\$600.00
Check	10311	06/18/20	Vendor	INFRAMARK, LLC	52302	JUNE MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,745.67
Check	10311	06/18/20	Vendor	INFRAMARK, LLC	52302	JUNE MGMT FEES	ProfServ-Field Management	001-531016-53901	\$463.50
Check	10311	06/18/20	Vendor	INFRAMARK, LLC	52302	JUNE MGMT FEES	Postage and Freight	001-541006-51301	\$13.00
Check	10311	06/18/20	Vendor	INFRAMARK, LLC	52302	JUNE MGMT FEES	ProfServ-Web Site Development	001-531047-51301	\$106.50
Check	10311	06/18/20	Vendor	INFRAMARK, LLC	52302	JUNE MGMT FEES	Contractual Maint. Services	001-534378-57212	\$260.00
Check	10312	06/25/20	Vendor	ACTION AUTOMATIC DOOR CO	S383580	GATE REPAIRS	R&M-Gate	001-546034-53904	\$145.60
Check	10312	06/25/20	Vendor	ACTION AUTOMATIC DOOR CO	S386420	GATE REPAIRS	R&M-Gate	001-546034-53904	\$551.95
Check	10313	06/25/20	Vendor	HOWARDS POOL WORLD INC	12806-E	JUNE 2020 POOL SVC	Contracts-Pools	001-534078-57212	\$700.00
Check	10314	06/25/20	Vendor	PINNACLE LAWN AND LANDSCAPE SERVICE, INC.	25550	JUNE LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$5,900.00
Check	10315	06/25/20	Vendor	PEST ELIMINATORS, INC	97827	JUNE PEST CONTROL	Contracts-Pest Control	001-534125-57212	\$150.00
ACH	DD851	05/11/20	Vendor	CHARLOTTE COUNTY UTILITIES	042020-1310 ACH	BILL PRD 3/18-4/16/20	Utility - Water & Sewer	001-543021-57212	\$63.17
ACH	DD852	05/11/20	Vendor	CHARLOTTE COUNTY UTILITIES	042020-5125 ACH	***Voided Voided***			\$0.00
ACH	DD853	05/16/20	Vendor	COMCAST	042320-3872 ACH	5/6-6/5/20 25365 RAMPART BLVD	Misc-Internet Services	001-549031-53903	\$121.85
ACH	DD854	05/16/20	Vendor	VALLEY NATIONAL BANK	042820-6536 ACH	APRIL PURCHASES	R&M-Pools	001-546074-57212	\$72.46
ACH	DD855	05/13/20	Employee	LINDA C. ROSS	PAYROLL	May 13, 2020 Payroll Posting			\$534.35
ACH	DD856	05/15/20	Employee	DOUGLAS L. CARVILLE	PAYROLL	May 15, 2020 Payroll Posting			\$154.70
ACH	DD857	05/15/20	Employee	JOHN COLLINS	PAYROLL	May 15, 2020 Payroll Posting			\$184.70
ACH	DD858	05/27/20	Employee	LINDA C. ROSS	PAYROLL	May 27, 2020 Payroll Posting			\$547.40
ACH	DD859	05/23/20	Vendor	FPL	051520 ACH	***Voided Voided***			\$0.00

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 05/01/20 to 06/30/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH	DD859	05/23/20	Vendor	FPL	051520 ACH	***Voided Voided***			\$0.00
ACH	DD859	05/23/20	Vendor	FPL	051520 ACH	***Voided Voided***			\$0.00
ACH	DD860	05/27/20	Vendor	COMCAST	050620-2663 ACH	***Voided Voided***			\$0.00
ACH	DD860	05/27/20	Vendor	COMCAST	050620-2663 ACH	***Voided Voided***			\$0.00
ACH	DD860	05/27/20	Vendor	COMCAST	050620-2663 ACH	***Voided Voided***			\$0.00
ACH	DD861	05/20/20	Vendor	CHARLOTTE COUNTY UTILITIES	052020-125125 ACH	***Voided Voided***			\$0.00
ACH	DD862	05/20/20	Vendor	CHARLOTTE COUNTY UTILITIES	052020-121310 ACH	***Voided Voided***			\$0.00
ACH	DD863	06/14/20	Vendor	COMCAST	052320-3872 ACH	BILL PRD 6/6-7/5/20	Misc-Internet Services	001-549031-53903	\$121.85
ACH	DD864	06/18/20	Vendor	VALLEY NATIONAL BANK	052120-6536 ACH	MAY PURCHASES	R&M-General	001-546001-57212	\$297.06
ACH	DD865	06/08/20	Employee	DOUGLAS L. CARVILLE	PAYROLL	June 08, 2020 Payroll Posting			\$154.70
ACH	DD866	06/08/20	Employee	JOHN COLLINS	PAYROLL	June 08, 2020 Payroll Posting			\$184.70
ACH	DD867	06/10/20	Employee	LINDA C. ROSS	PAYROLL	June 10, 2020 Payroll Posting			\$495.18
ACH	DD868	06/27/20	Vendor	COMCAST	060620-2663 ACH		Misc-Internet Services	001-549031-53903	\$84.47
ACH	DD868	06/27/20	Vendor	COMCAST	060620-2663 ACH		Communication - Telephone	001-541003-53903	\$41.61
ACH	DD868	06/27/20	Vendor	COMCAST	060620-2663 ACH		Misc-Cable TV Expenses	001-549039-57212	\$116.26
ACH	DD869	06/22/20	Vendor	FPL	061120 ACH	BILL PRD 5/12-6/11/20	Electricity - General	001-543006-53903	\$469.53
ACH	DD869	06/22/20	Vendor	FPL	061120 ACH	BILL PRD 5/12-6/11/20	Electricity - General	001-543006-53904	\$197.65
ACH	DD869	06/22/20	Vendor	FPL	061120 ACH	BILL PRD 5/12-6/11/20	Electricity - General	001-543006-57212	\$1,140.40
ACH	DD870	06/24/20	Employee	LINDA C. ROSS	PAYROLL	June 24, 2020 Payroll Posting			\$547.40
ACH	DD876	05/11/20	Vendor	CHARLOTTE COUNTY UTILITIES	042020-5125 ACH	137378-125125 3/18-4/16/20	Utility - Water & Sewer	001-543021-57212	\$450.05
ACH	DD876	05/11/20	Vendor	CHARLOTTE COUNTY UTILITIES	CM 042020-5125 ACH	TO CORRECT ACH TAKEN	Utility - Water & Sewer	001-543021-57212	(\$99.94)
ACH	DD877	06/11/20	Vendor	CHARLOTTE COUNTY UTILITIES	052020-125125 ACH	BILL PRD 4/16-5/18/2020	Utility - Water & Sewer	001-543021-57212	\$374.94
ACH	DD878	06/11/20	Vendor	CHARLOTTE COUNTY UTILITIES	052020-121310 ACH	BILL PRD 4/16-5/18/20	Utility - Water & Sewer	001-543021-57212	\$73.90
ACH	DD879	06/01/20	Vendor	COMCAST	050620-2663 ACH	BILL PRD 5/19-6/18/20	Misc-Internet Services	001-549031-53903	\$84.57
ACH	DD879	06/01/20	Vendor	COMCAST	050620-2663 ACH	BILL PRD 5/19-6/18/20	Communication - Telephone	001-541003-53903	\$41.66
ACH	DD879	06/01/20	Vendor	COMCAST	050620-2663 ACH	BILL PRD 5/19-6/18/20	Misc-Cable TV Expenses	001-549039-57212	\$116.41
ACH	DD881	05/23/20	Vendor	FPL	051520 ACH	BILL PRD 4/10-5/12/20	Electricity - General	001-543006-53903	\$378.61
ACH	DD881	05/23/20	Vendor	FPL	051520 ACH	BILL PRD 4/10-5/12/20	Electricity - General	001-543006-53904	\$156.15
ACH	DD881	05/23/20	Vendor	FPL	051520 ACH	BILL PRD 4/10-5/12/20	Electricity - General	001-543006-57212	\$538.53
ACH	DD881	05/23/20	Vendor	FPL	CM 051520 ACH	TO CORRECT ACH TAKEN	Electricity - General	001-543006-53903	(\$0.10)
Account Total									\$87,331.49

Total Amount Paid	\$87,331.49
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Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	87,331.49
Total	87,331.49

Tenth Order of Business

10A

Pinnacle Lawn & Landscape, Inc.
P.O. Box 511083
Punta Gorda, FL 33951

Pinnacle Lawn & Landscape, Inc.

Phone (941)769-1268

Part 1

Bill Type	Invoice Number	Account Number	Period Beginning	Period Ending	Statement Date	Payment Due
INVOICE	25611	0306	07/15/2020	07/15/2020	07/15/2020	On Receipt
Heritage Lake Park CDD C/O Inframark 5911 Country Lakes Drive Fort Myers, FL 33905				Account Summary		Totals
				Previous Balance		
				Payments		
				Amount Overdue		
				Current Charges		1,450.00
				Taxes		0
				Total Amount Due		1,450.00

eMail: Toby@pinnaclelandscapefl.com
Website: www.pinnaclelandscapefl.com

Please Retain Parts 1 & 2 For Your Records

Part 2

Date	Location	Account Activity	Detail	Amount	Tax	Total
07/15/2020	HLP CDD	Trimmed oaks back of clubhouse		650.00	0	650.00
07/15/2020	HLP CDD	Cut down 2 dead Pines front entrance		550.00	0	550.00
07/15/2020	HLP CDD	Grind 2 Pine stumps		250.00	0	250.00

Cut on Dotted Line

Thank you - Your business is appreciated

Cut on Dotted Line

Part 3

Heritage Lake Park CDD
C/O Inframark
5911 Country Lakes Drive
Fort Myers, FL 33905

*Please detach and return bottom portion with payment
Retain top portion for your records*

Pinnacle Lawn & Landscape, Inc.
P.O. Box 511083
Punta Gorda, FL 33951

Invoice Number	25611
Account Number	0306
07/15/2020	07/15/2020
Amount Due	1,450.00
Payment	
Balance	
Check Number	

Please Make Check Payable To:
Pinnacle Lawn and Landscape

10B.

[illegible]



July 20, 2020

Dear Heritage Lake Park CDD:

We would like to thank you for the opportunity to bid the landscape maintenance for Heritage Lake Park CDD. Down to Earth has been in business for more than 30 years, and we pride ourselves in providing our clients a superior service that enhances the beauty of their property. We understand the standards required for a property of this magnitude and stature. We value the work we perform and keeping our client happy with our services. We would do everything possible to make sure we far exceed your expectations.

There are many reasons Down To Earth should be your first choice for landscape management services. Our high standard and attention to detail will ensure you are receiving the best services available. Our communication alone stands above the rest and provides you a sound and recorded report of all services rendered in your community. Our proactive/preventative approach, and warranty after inception of the property, provides you peace of mind that your landscaping needs are being managed properly. We worry about your landscape, so you don't have to! We currently maintain several communities of this size and stature and welcome you to review our workmanship at any of them. Because of our experience working for many large-scale communities, we feel turnover of the property would run smoothly and efficiently without compromise.

We take great care to ensure that your property will be maintained to the high standards that you expect. To achieve this, we have proposed a specifically tailored plan to ensure you get the best services available. Below, we have outlined a few innovative processes in which we feel will help make the transition and quality control at Heritage Lake Park CDD work smoothly for all of us.

1. **DTE Service**-DTE understands the importance of communication and having qualified personnel providing you landscape maintenance services. We will have a dedicated crew(s) onsite for 42 weeks a year. Please also see our maintenance schedule plan for Heritage Lake Park CDD that has been included in this package. This includes our Mowing Schedule, Shrub Maintenance Schedule, Fert/Pest Schedule, Mulch Schedule, & all Tree Trimming Schedule for Heritage Lake Park CDD.
2. **Reports**-We feel we are a little different than our competition in providing a proactive approach to maintenance services. We will provide Heritage Lake Park CDD a customized schedule of services for all 42 weeks of the year (sample attached), and detailed reports included in each month's bill. Please call any of our references to discuss our "take the initiative" attitude.
3. **Communication**-DTE has a 1-day turn-around time for all correspondence. Should an issue arise on your property, you can call or email any of our key personnel and we will respond before the end of the day! All our managers and technicians have email access via their phones, and most have laptops in their vehicles.
4. **MaxPanda Customer Service System**-DTE gives your homeowners the ability to communicate directly with DTE staff via our Customer Care Tab on our website and our Customer Care Email work order system called MaxPanda. This allows your homeowners to report issues, ask questions, and let us know how we are performing on their property. They can expect a response on all inquiries within (2) business days (48 hours) or less. (See example submitted)
5. **Work Orders**-Any work orders that are issued to us will be addressed within one (1) business day (24 hours) or less.

Down to Earth is dedicated to making sure that the transition is an easy process for Heritage Lake Park CDD. Our reputation and repeat clients prove we are the right company for you. We urge you to call the references listed in the proceeding descriptions so that they can explain the type of positive impact Down to Earth will have for Heritage Lake Park CDD. We thank you for your consideration and look forward to working with you!!

Respectfully,

A handwritten signature in blue ink, appearing to read "SC", with a stylized flourish extending to the right.

Sean Cusack

Chief Executive Officer

321-263-2711

Sean.Cusack@down2earthinc.com

www.dtelandscape.com

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. TOM TROMBLY	24+	REGIONAL VP OF OPERATIONS	Oversee the South Florida Down To Earth team.
2. AUSTIN PRICE	14+	FORT MYERS BRANCH MANAGER	Direct Operations support for the FT. Myers branch
3. ANDREW SEGURA	10+	IPM OPERATIONS MANAGER	Manage all techs and coordinate all fertilizer and pest control operations for South Florida.
4. ROBERT TURRUBIARTEZ	24+	IRRIGATION MANAGER	Oversees all irrigation technician's inspections, repairs, and reports for Southwest Florida.
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape Maintenance staff will include; 4 laborers, 1 Supervisors, and 1 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. JAMES WARDLOW	10+	F&P PRODUCTION MANAGER BEST MANAGMENT PRACTICES	SUPERVISE CREWS/ INSPECT AND SERVICE THE GROUNDS
2. _____	_____	CERTIFIED PEST CONTROL OPERATOR /COMMERCIAL FERTILIZER APPLICATOR	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

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

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

1. Project Name/Location: THE VILLAGES CDD, MULTIPLE DISTRICTS
 Contact: JOHN OLTERS Contact Phone: 352.266.1483
 Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE
 Dollar Amount of Contract: \$ 5.6 MILLION
 Your Company's Detailed Scope of Services for Project: ALONG WITH PROVIDING
100% OF ALL COMMERCIAL LANDSCAPE INSTALLATION PROJECTS, WE ALSO PROVIDE
FULL-SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, AND FERT./PEST CONTROL. AREAS
OF SERVICE INCLUDE: RECREATION CENTERS, ROADWAYS, HOMES, TOWNHOMES, VILLAS,
GOLF COURSES, ALONG WITH MANY OTHER COMMON AREAS.
 Duration of Contract: START DATE: 2000 END DATE CURRENT

2. Project Name/Location: STONEBROOK SOUTH CDD / CHAMPIONSGATE
 Contact: MICK TOSCANO Contact Phone: 858.351.8069
 Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE
 Dollar Amount of Contract: \$ 1.25 MILLION
 Your Company's Detailed Scope of Services for Project: _____
WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION
AND PEST CONTROL OF THE CDD MASTER ASSOCIATION AND OTHER SUBDIVISIONS'
COMMON AREAS, INCLUDING 700+ HOMES.
 Duration of Contract: START DATE: 2013 END DATE: CURRENT

3. Project Name/Location: TSR CDD - STARKEY RANCH
 Contact: MATT CALL Contact Phone: 813.785.7959
 Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE
 Dollar Amount of Contract: \$ 1 MILLION +

Experience cont.

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

WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL FOR ALL CDD COMMON AREAS, PARKS, ROADWAYS, PONDS,

AND ATHLETIC FIELDS.

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

4. Project Name/Location: VILLAGE WALK AT LAKE NONA

Contact: TOM ROSE Contact Phone: 740.525.0913

Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE

Dollar Amount of Contract: \$ 2.3 MILLION

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

WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL OF THE CDD MASTER ASSOCIATION AND OTHER SUBDIVISIONS'

COMMON AREAS, INCLUDING 1,200+ HOMES.

Duration of Contract: START DATE: 2014 END DATE: CURRENT

5. Project Name/Location: INDEPENDENCE HOA

Contact: KRISTINA INKROTT Contact Phone: 407.654.7479

Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE

Dollar Amount of Contract: \$ 750,000

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

WE OFFER FULL-SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL FOR ALL THE COMMON AREAS THROUGHOUT THE COMMUNITY

AS WELL AS 200+ TOWNHOME UNITS.

Duration of Contract: START DATE: 2010 END DATE: CURRENT

Experience cont.

An additional five (5) points will be awarded to all Proposers with previous landscape maintenance experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance experience with other Community Development Districts within the past three (3) years? YES ☒ NO ☐

If yes, please fill in information below:

Project Name/Location: SHINGLE CREEK CDD

Contact: ALAN SCHEERER Phone: 407.841.5524 \$ amt.: \$ 142,000

Your company's Scope of Services for Project:

WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL OF THE CDD MASTER ASSOCIATION

Duration of Contract: START DATE: END DATE: CURRENT

(5 Points Possible) (Points Awarded – This is either “0” or “5”)

3. Understanding Scope of RFP (15 Points Possible) (Points Awarded)

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

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

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in the RFP. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District.

5. Price (25 Points Possible) (Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor “B” turns in a bid of \$265,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor “B” will receive 19.81 of 25 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C”

then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

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

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities and costs (including, but not limited to fertilizer quantities, General Landscape Maintenance costs, etc.) provided in Parts 1,2, 3, and 4.

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

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: **SSS EVERGREEN OPCO LLC,
DBA DOWN TO EARTH** / / A Partnership
[Company Name] ☒ A Corporation
/_/ A Subsidiary Corporation
2. Parent Company Name: **SEASONS SERVICE SELECT LLC**
3. Parent Company Address:

Street Address **7887 SAFEGUARD CIRCLE**

P.O. Box (if any) _____

City **VALLEY VIEW** State **OHIO** Zip Code **44125**

Telephone **800.852.8306** Fax no. _____

1st Contact Name **ALAN JAFFA** Title **MANAGING PARTNER**

2nd Contact Name **JOSEPH IAFIGLIOLA** Title **MANAGING DIRECTOR**
4. Proposer Company Address (if different):

Street Address **2701 MAITLAND CENTER PARKWAY - SUITE 200**

P. O. Box (if any) _____

City **MAITLAND** State **FLORIDA** Zip Code **32751**

Telephone **321.263.2700** Fax no. **321.263.2795**

1st Contact Name **SEAN CUSACK** Title **CEO**

2nd Contact Name **TOM TROMBLY** Title **VP OF OPERATIONS**
5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.

Street Address **16911 GATOR ROAD**

City **FORT MYERS** State **FLORIDA** Zip Code **33912**

Telephone **239.561.9184** Fax No. _____

1st Contract Name **AUSTIN PRICE** Title **BRANCH MANAGER**

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? OHIO

- Is the company in good standing with the State? Yes () No ()

If no, please explain N/A

- Date incorporated 3/28/2017 Charter No. 4010171

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

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

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

7.1 If yes, provide the following:

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

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

(2017) \$55 MILLION, (2018) \$105 MILLION, (2019) \$110 MILLION.

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

General Liability	\$	<u>2,000,000</u>
Automobile Liability	\$	<u>2,000,000</u>
Umbrella Coverage	\$	<u>5,000,000</u>
Workers Compensation	\$	<u>1,000,000</u>
Expiration Date		<u>7/31/2020</u>

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

☒ If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended N/A

State the period(s) of debarment or suspension _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?

Yes () No ☒ If so, where and why? _____

N/A

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?

Yes () No ☒ If so, state name of individual, other organization and reason therefore.

N/A

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years.

N/A

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

N/A

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: SEE ATTACHED DOWN TO EARTH LITERATURE FOR MORE
INDEPENDENCE COMMUNITY - KRISTINA INKROTT - 407.654.7479 - JANUARY 2010 TO PRESENT - \$750,000
VILLAGE WALK AT LAKE NONA - TOM ROSE - 740.525.0913 - MAY 2014 TO PRESENT - \$2,300,000
STONEBROOK SOUTH/CHAMPIONSGATE - MICK TOSCANO - 858.351.8069 - JANUARY 2013 TO PRESENT - \$1,250,000
TSR CDD - STARKEY RANCH - MATT CALL - 813.785.7959 - OCTOBER 2019 TO PRESENT - \$1,000,000+
THE VILLAGES CDD - JOHN OLTERS - 352.266.1483 - 15+ YEARS - \$5,600,000
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
OVERLOOK AT HAMLIN - CONTACT: SHELLEY KAERCHER 407.618.8988 - REASON: HOA TURNOVER
ORANGE LAKE VACATION CLUB - CONTACT: JASON DURENLEAU 352.989.6537 - REASON: PRICE
TAVISTOCK ASHTON ROADWAY - CONTACT: SCOTT THACKER 407.457.1087 - REASON: LOGISTICS
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

<u>TOM TROMBLY</u>	<u>REGIONAL VP OF SOUTH FLORIDA OPERATIONS</u>
Name	Position

<u>LANDSCAPE OPERATIONS</u>	<u>24+ YEARS</u>	<u>7 YEARS</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>AUSTIN PRICE</u>	<u>BRANCH MANAGER</u>
Name	Position

<u>LANDSCAPE OPERATIONS</u>	<u>14+ YEARS</u>	<u>2 YEARS</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>ANDREW SEGURA</u>	<u>IPM OPERATIONS MANAGER</u>
Name	Position

<u>FERTILIZATION & PEST CONTROL</u>	<u>10+ YEARS</u>	<u>3 YEARS</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>ROBERT TURRUBIARTEZ</u>	<u>IRRIGATION MANAGER</u>
Name	Position

<u>IRRIGATION</u>	<u>24+ YEARS</u>	<u>8 YEARS</u>
Type of Work	Yrs. Exp.	Yrs. With Firm


Name Position

Type of Work Yrs. Exp. Yrs. With Firm

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

**SSS EVERGREEN OPCO LLC,
DBA DOWN TO EARTH**

Name of Proposer

By: 

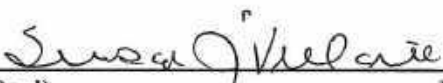
V. SEAN CUSACK, CEO

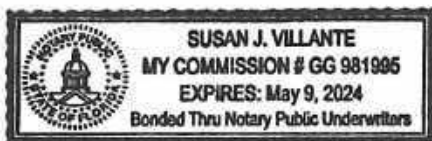
[Type Name and Title of Person Signing]

This 20 day of JULY, 2020.

(Corporate Seal)

Sworn to before me this 20 day of JULY, 2020.

 May 9, 2024
(Seal) Notary Public/Expiration Date



CORPORATE OFFICERS

SSS EVERGREEN OPCO LLC,

Company Name DBA DOWN TO EARTHDate 7/20/2020

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
V. SEAN CUSACK	CEO	OVERSEE ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FL
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OH
JOSEPH IAFIGLIOLA	MANAGING DIRECTOR	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH
FOR PARENT COMPANY (if applicable)			
V. SEAN CUSACK	CEO	OVERSEE ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FL
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OH
JOSEPH IAFIGLIOLA	MANAGING DIRECTOR	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH

SPECIFICATIONS

GRASS MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.
- ** Weekly cutting of grass during the growing season (May thru October).
- ** Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- ** Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- ** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- ** Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- ** Weekly Property inspection will be performed.
- ** All leaves, clippings, and trash will be blown or picked up on each visit.
- ** Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

ORNAMENTALS & PALMS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- ** Oak tree branches will be kept to around 7-8 feet above ground.
- ** Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- ** Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

FERTILIZER

- ** Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- ** Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

PEST CONTROL

- ** Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year to control insects in turf. The treatments will be provided in order to keep the turf and ornamentals healthy and free of harmful insects and disease.

WEED CONTROL

- ** Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand

**Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.\

UNDEVELOPED LOT MAINTENANCE

**Mowing of the undeveloped lots along Royal Tern Circle once every three weeks. This work is to be priced separately and continued only while the lots are owned by the District. There are forty-eight (48) parcels presently that the District has foreclosed upon.

** Vendor will be responsible for any damages caused at no charge to the District.

ORNAMENTALS				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-0-10	1.5	30.2	\$ 188.21
JUNE	10-0-10	1.5	30.2	\$ 188.21
OCTOBER	10-0-10	1.5	30.2	\$ 188.21

PALMS AND SHRUBS				
MONTH	FORMULA	APPLICATION RATE (LBS. /100 SF PALM CANOPY/SHRUB)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	8-2-12 + 4Mg	1.5 per 100sf	337.5	\$ 210.25
MAY	8-2-12 + 4Mg	1.5 per 100sf	337.5	\$ 210.25
JULY	8-2-12 + 4Mg	1.5 per 100sf	337.5	\$ 210.25
OCTOBER	8-2-12 + 4Mg	1.5 per 100sf	337.5	\$ 210.25

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	N/A			

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

PART 3

Pest Control (All labor and materials) \$ 1,749.30 Yr

(if entire pesticide allowance is required) *

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

PART 4

Undeveloped Lot Maintenance \$ 1,200.00 /Yr

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

\$ 59,510.00 /Yr

FIRST ANNUAL RENEWAL \$ 61,295.30 /Yr

SECOND ANNUAL RENEWAL \$ 63,134.16 /Yr

Contractor/Firm Name SSS EVERGREEN OPCO LLC , DBA DOWN TO EARTH

Firm Address 2701 MAITLAND CENTER PARKWAY - SUITE 200

City/State/Zip MAITLAND, FL 32751

Phone Number 321.263.2700 Fax Number 352.385.7229

Name and Title of Representative V. SEAN CUSACK, CEO
(Please Print)

Representative's Signature  Date 7/20/2020

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

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

Dated this 20 day of JULY, 2020

Proposal Updates – Bidder acknowledges the receipt of RFP updates.

6/24/20 _____

Dated this 20 day of JULY, 2020

AFFIDAVIT FOR CORPORATION

State of FLORIDA SS:

County of ORANGE

V. SEAN CUSACK

(title) CEO of
the SSS EVERGREEN OPCO LLC , DBA DOWN TO EARTH

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

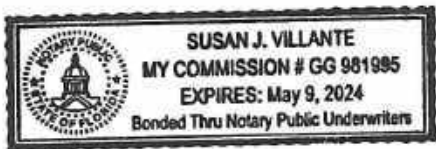


(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 20 day of JULY, 2020.

Susan Villante May 9, 2024
Notary Public/Expiration Date:



(SEAL)



Down To Earth Company Credentials

*Corporate Headquarters
2701 Maitland Center Parkway
Maitland, Florida 32751*

- **Total Revenue**
 - Projected *2020 – \$125+ Million
 - 2019 – \$110 Million
 - 2018 – \$105 Million
 - 2017 – \$55 Million
 - 2016 – \$44 Million
 - 2015 – \$42 Million
 - 2014 – \$39 Million
- **3 Separate Full Divisions**
 - Landscape – Landscape and Irrigation Construction and Installation
 - Lawn Care - Landscape Maintenance, Irrigation, Fertilization and Pest Control.
 - Golf – Golf Course Maintenance and Construction
- **10 Branches throughout the state of Florida**
 - Maitland, Florida
 - Mount Dora, Florida
 - Sarasota, Florida
 - The Villages, Florida
 - Lake Nona, Florida
 - Kissimmee, Florida
 - Jacksonville, Florida
 - Tampa, Florida
 - Naples, Florida
 - Ft. Myers, Florida
- **1400+ Employees**
 - Certified State Licensed Irrigation Contractor
 - Certified State Licensed General Contractor
 - Certified Golf Course Superintendents
 - Certified State Licensed Pest Control Operators
 - Certified Rain Bird Maxicom Employees
 - Certified Arborists
 - Certified Horticulturists
 - Certified Employees in Maintenance of Traffic
 - On staff mechanics (certified diesel mechanics, certified 2 cycle mechanics)
- **350+ Employee Vehicles**
 - Maintenance/Construction Trucks/ Irrigation Vans (Managers/Crews)
 - Large Semi-Trucks, Goose Neck Trucks, Equipment Repair Trucks



Company Organization

Sean Cusack	Chief Executive Officer – Oversee all operations throughout the state of Florida.
JC Nowotny	Central Florida Vice President of Lawncare & Landscape Operations – Oversee the Central Florida Down To Earth team.
Tom Trombly	Southwest Florida Vice President of Lawncare & Landscape Operations - Oversee the Southwest Florida Down To Earth team.
Vince Forte	North Florida Director of Lawncare & Landscape Operations – Oversee the North Florida Down To Earth team.
Kris Chambrot	Director of Golf Operations – Oversee all golf course operations.
John English	Construction Manager – Oversee all construction and installation work for the state of Florida
Mark Singleton	CF IPM Operations Manager – Manage all technicians and coordinate all fertilizer and pest control operations for Central Florida.
Shane Parrish	CF Irrigation Operations Manager – Oversees all irrigation technician’s inspections, repairs, and reports for Central Florida.
Andrew Segura	SWF IPM Operations Manager – Manage all technicians and coordinate all fertilizer and pest control operations for Southwest Florida.
Robert Turrubiardez	SWF Irrigation Operations Manager – Oversees all irrigation technician’s inspections, repairs, and reports for Southwest Florida.
Andrew O’Connell	Director of Business Development – Oversee the Business Development Sales team for DTE throughout the state of Florida.
Kyle Nursey	Estimating Manager – Oversee the Estimating Department and Contracts for the DTE Team throughout the state of Florida.
Matt Hurt	Director of Revenue Management – Direct support for all invoicing and billing questions or issues
Chris Marquess	Orlando Branch Manager – Direct Operations support for the Central Florida DTE team.
Chris Skersick	Orlando Branch Manager – Direct Operations support for the Central Florida DTE team.
Bruce Warsaw	The Villages Branch Manager – Direct Operations support for The Village’s DTE team.
Justin Martinjak	Tampa Branch Manager – Direct Operations support for the Central Florida DTE team.
Buddy Tate	Jacksonville Branch Manager – Direct operations support for the North Florida DTE team.
Mike Bergh	Naples Branch Manager – Direct operations support for the South West DTE team.
Timothy Ashcroft	Vero Beach Branch Manager – Oversee Vero Beach operations.
AJ Price	Fort Myers Branch Manager – Oversee Fort Myers operations.



Licenses/Certifications

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION**

CERTIFIED GENERAL CONTRACTOR

CGC1523147 ISSUED: 04/14/2015

**NOWOTNY, JOHN CHARLES
DOWN TO EARTH LANDSCAPE, LLC**

IS CERTIFIED under the provisions of Ch.489 FS.

Expiration date: AUG 31, 2020

L1504140000467

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION**

CERTIFIED IRRIGATION CONTRACTOR

SCC131152100 ISSUED:06/18/2014

**COOKE, ANGELA
DOWN TO EARTH**

IS CERTIFIED under the provisions of Ch.489 FS.

**STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER
SERVICES
BUREAU OF LICENSING AND ENFORCEMENT**

Date	File No.	Expires
March 23, 2017	JF257049	June 1, 2020

THE **CERTIFIED PEST CONTROL OPERATOR** NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: **June 1, 2020**

Lawn and Ornamental

ANGELA COOKE

**STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER
SERVICES
BUREAU OF LICENSING AND ENFORCEMENT**

Date	File No.	Expires
July 12, 2015	LF222343	July 12, 2022

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER**
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: **July 12, 2022**

ANGELA COOKE

**STATE OF GEORGIA
ABRAHAM BALDWIN AGRICULTURAL COLLEGE**

**ASSOCIATE OF APPLIED SCIENCE IN ENVIRONMENTAL
HORTICULTURE TECHNOLOGY**

**TRAVIS CHRISTOPHER ANDERSON
DOWN TO EARTH LAWN CARE II, INC.**

Completion Date
July 28, 2005

**INTERNATIONAL SOCIETY OF ARBORCULTURE
CERTIFIED ARBORIST**

**ROBERT R. BOYD
DOWN TO EARTH**

Date	Cert. Number	Expires
JUNE 30, 2006	FL-5407A	JUNE 30, 2021

HAVING SUCCESSFULLY COMPLETED THE REQUIREMENTS SET BY THE
ARBORIST CERTIFICATION BOARD OF THE INTERNATIONAL SOCIETY OF
ARBORCULTURE, THE ABOVE NAME IS HEREBY RECOGNIZED AS AN
ISA CERTIFIED ARBORIST



Down To Earth W9 Form

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
W-9		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SSS Evergreen OPCO LLC		
2 Business name/disregarded entity name, if different from above Florida Evergreen Landscape and Lawn Care		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<input type="checkbox"/> Individual/sole proprietor or single-member LLC		
<input type="checkbox"/> C Corporation		
<input type="checkbox"/> S Corporation		
<input checked="" type="checkbox"/> Partnership		
<input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶		
<small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
<input type="checkbox"/> Other (see instructions) ▶		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 2701 Maitland Cetner Parkway Ste 200		
6 City, state, and ZIP code. Maitland, FL 32751		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div>		
or Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0; display: flex; align-items: center; justify-content: center;"> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">6</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">1</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">-</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">1</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">8</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">4</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">3</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">5</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">2</div> <div style="border-right: 1px solid black; width: 20px; height: 20px; line-height: 20px;">4</div> </div>		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶	Date ▶ 8/20/19
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .		
Purpose of Form		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
• Form 1099-INT (interest earned or paid)		
• Form 1099-DIV (dividends, including those from stocks or mutual funds)		
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)		
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)		
• Form 1099-S (proceeds from real estate transactions)		
• Form 1099-K (merchant card and third party network transactions)		
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)		
• Form 1099-C (canceled debt)		
• Form 1099-A (acquisition or abandonment of secured property)		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.		
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		
<div style="display: flex; justify-content: space-between;"> Cat. No. 10231X Form W-9 (Rev. 10-2018) </div>		



Down To Earth Workers' Compensation Certificate

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/23/2019																					
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 Bouhard Insurance for WBS PO Box 8090 Clearwater, FL 33758-8090	CONTACT NAME: PHONE (AC, BA, Ext): (888) 293-3600 ext. 823 FAX (AC, Ext): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td colspan="2">INSURER B:</td> <td></td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: American Zurich Insurance Company		40142	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A: American Zurich Insurance Company		40142																					
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							
INSURED Workforce Business Services, Inc. At. Emp: SSS Evergreen OPCO LLC dba: Down to Earth Naples 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708																							
COVERAGES CERTIFICATE NUMBER: 18FL079994373 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
	<input type="checkbox"/> 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 <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex. construction) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ex. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$																	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				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 <input type="checkbox"/> N/A	WC 90-00-818-08	12/31/2018	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																	
	Location Coverage Period: 09/02/2019 12/31/2020 Client# 054892																						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is provided for only those co-employees of, but not subcontractors to: SSS Evergreen OPCO LLC dba: Down to Earth Naples 1296 Keri Island Road Naples, FL 34120																							
CERTIFICATE HOLDER				CANCELLATION																			
SSS Evergreen OPCO LLC dba: Down to Earth Naples 1296 Keri Island Road Naples, FL 34120				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 																			



Down To Earth Certificate of Liability

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		Client#: 75192	SCGPA	DATE (MM/DD/YYYY) 10/31/2019																																																																	
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 Gulfshore Insurance - SWFL 4100 Goodlette Road N Naples, FL 34103 239 261-3646		CONTACT NAME: Karla Castro PHONE (A/O, No, Ext): 239 263-4527 FAX (A/O, No): 239 213-2803 E-MAIL ADDRESS: kcastro@gulfshoreinsurance.com																																																																			
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Landscape Maintenance Projects and References Southwest Florida

Vasari Country Club

Steven Malvinni

(239) 596-0645

smalvinni@vasaricc.com

Bay Harbor at Bonita Bay

Joe George

(319) 899-1625

jgeorge319@gmail.com

Bonita Lakes

Larry Becker, Board President

(949) 257-3799

ldbb@comcast.net

Pebblebrooke Lakes

Cynthia Lee, CAM

Cardinal Management Group of Florida, Inc.

(239) 877-2617

c.lee@cmgflorida.com

Camden Lakes

Gabi Oetting, CAM

(239) 898-1248

gabi@hayden-associates.com

The Club at Naples Bay Resort/

The Hotel at Naples Bay Resort

Bill Dye, Director of Operations

(239) 253-3886

bill@summit-management.com



Landscape Maintenance Projects and References

The Villages Community Development District

1894 Laurel Manor Dr.
The Villages, FL 32162
John Olters-352-266-1483
mail@mpala.net
Time: Various properties for 15-20 years
Value: \$5,600,000.00

Along with providing 100% of all commercial landscape installation projects, we also provide full-service landscape maintenance, irrigation, and fertilization/pest control for many areas throughout The Villages. Areas of service include: recreation centers, roadways, townhomes, villas, golf courses, along with many other common areas.

Lakewood Ranch Community Development

Districts 1, 2, 4, 5, & 6

8175 Lakewood Ranch Boulevard
Lakewood Ranch, FL 34202
Steve Lakey-941-907-4106
Steve.Lakey@lwrtownhall.com
Time: January 2012-Present
Value: \$2,300,000.00

We offer full-service landscape maintenance, irrigation, and fertilization & pest control services for districts 1,2,4,5, & 6. We highly recommend you call to hear about the instant impact we can have on your community, as well as learn about the smooth transition process when working with Down To Earth.

Independence HOA

14123 Pleach Street, Winter Garden, Florida 34787
C/O First Service Residential
Kristina Inkrott- 407-654-7479
Kristina.Inkrott@FRSresidential.com
Time: January 2010 - Present
Value: \$750,000.00

We offer full-service landscape maintenance, irrigation, fertilization & pest control of all the common areas throughout the community as well as 200+ townhomes.

Village Walk at Lake Nona

HOA President
8524 Insular Lane,
Orlando, Florida 32827
Tom Rose – 740-525-0913
vwlnpresident@gmail.com
Time: May 2014 - Present
Value: \$2,300,000.00

We offer full-service landscape maintenance, irrigation, fertilization & pest control of the master association and all subdivision of 1200+ homes.

Kings Ridge Master Association & HOA

1900 Kings Ridge Blvd.
Clermont, FL
C/O Leland Management Co.
Kim Myers-407-721-9664
kmyers@lelandmanagement.com
Time: February 2011 - Present
Value: \$950,000.00

We offer full-service landscape maintenance, irrigation, fertilization & pest control of the master association and subdivisions consisting of 500+ homes.

Heritage Hills

3195 Heritage Hills Blvd,
Clermont, Florida 34711
C/O Leland Management
David Estilette-407-656-9600
Email: destilette@lelandmanagement.com
Time: August 2014 - Present
Value: \$1,100,000.00

We offer full-service landscape maintenance, irrigation, fertilization & pest control of the master association and all subdivision of 700+ homes.

TSR CDD - Starkey Ranch

2500 Heart Pine Ave
Odessa, FL 33556
C/O Governmental Management Services LLC – Central Florida
Matt Call – 813-785-7959
matt.call@mylandteam.com
Time: October, 2019 - Present
Value: \$1,000,000.00+

We offer full service landscape maintenance, irrigation, fertilization & pest control for all common areas Village parks, roadways, ponds, and athletic fields.

Stoneybrook South/ChampionsGate

1403 Moon Valley Drive
ChampionsGate, Florida 33896
C/O Icon Management
Mick Toscano – 858-351-8069
MToscano@TheIconTeam.com
Time: January 2013 - Present
Value: \$1,250,000.00

We offer full-service landscape maintenance, irrigation, fertilization & pest control of the master association and all subdivision of 700+ homes.



Landscape Maintenance Clients Southwest Florida

Bay Harbor at Bonita Bay
Bonita Springs, Florida

Bolero at Tiburon
Naples, Florida

Bonita Lakes
Bonita Springs, Florida

Cabreo at Mediterra
Bonita Springs, Florida

Camden Lakes
Naples, Florida

The Club at Naples Bay Resort/The Hotel at Naples Bay Resort
Naples, Florida

Escada at Tiburon Homeowners Association
Naples, Florida

Palazzo at Naples
Naples, Florida

The Quarry Community Association
Naples, Florida

Sandoval Homeowners Association
Cape Coral, Florida

Shell Point Retirement Community
Fort Myers, Florida

Serafina at Tiburon
Naples, Florida

Treviso Bay Property Owners Master Association
Naples, Florida

Valencia Golf & Country Club
Naples, Florida

Vasari Country Club
Bonita Springs, Florida

Vi at Bentley Village
Naples, Florida



Community Development District Landscape Maintenance Projects

The Villages Community Development District

*85+ Maintained Neighborhoods, Common Areas and Recreation Areas
The Villages, Florida*

Narcoossee Community Development District

*La Vina, Nona Crest, and Preserve
Lake Nona, Orlando, Florida*

Storey Park Community Development District

Orlando, Florida

Lakewood Ranch Community Development Districts 1,2,4,5 & 6

Bradenton, Florida

Sumter Landing Community Development District

The Villages, Florida

Shingle Creek Community Development District

Orlando, Florida

Stoneybrook South Community Development District

Kissimmee, Florida

Sawgrass Bay Community Development District

Clermont, Florida

Highlands Community Development District

Wimauma, Florida

Forest Brooke Community Development District

Wimauma, Florida



Community Development District Landscape Maintenance Projects

Lakewood Ranch Community Development Districts 1,2,4,5 & 6
Bradenton, Florida

Seven Oaks Community Development District
Wesley Chapel, Florida

Estancia at Wiregrass Community Development District
Wesley Chapel, Florida

Cordoba Ranch Community Development District
Lutz, Florida

Asturia Community Development District
Odessa, Florida

Pine Ridge Community Development District
Middleburg, Florida

Detailed Maintenance Procedures/Techniques

Mowing

Down to Earth uses size specific mowers for each turf variety and area based on site conditions. For small residential areas we will use commercial 21" – 36" mowers to eliminate ruts and improve aesthetics. For larger more open areas we will use 48" – 72" mowers. We also use alternating mow patterns to ensure the finest quality of turf with minimal wear from the mowers. *DTE also trains its personnel to take special care not to damage plant material or property while mowing and also prevent clippings from discharging into bodies of water or landscaping mulch beds and tree rings.

Edging

Down to Earth uses mechanical edger's during all mow cycles for all hardscapes and all landscape bed edges to maintain its design intent and clean, crisp bed lines and tree rings.

String Trimming

Down to Earth uses mechanical string trimmers during all mow cycles around all obstacles the mowers cannot service. We also string trim around the edge of all waterways during each mow cycle if the weather and site conditions allow this to be completed safely.

Blowing

Down to Earth uses mechanical blowers after each mow cycle and detail cycle to clean the serviced areas. All DTE personnel has been trained the proper method to carefully blow clippings away from Residential Lanais and Garage door openings to avoid unwanted debris in these areas. We also take special care not to blow debris into parked vehicles, moving traffic, personnel property, landscape beds or other hardscape surfaces.

Shrub Detailing

Down to Earth is experienced in dealing with large maintenance free communities. We create a detailed map of the service areas and divide this map into color coded detail sections. These sections will then be on a detail rotation with the specific detail crew assigned for each area. There are techniques that can be implemented to ensure proper timing of shrub detailing so that the plants thrive throughout the year. One method that Down to Earth typically implements is the use of trimming shrubs by species, time of the year, and site conditions. This is based on weekly inspections by our licensed expert horticulturists Down to Earth has on staff and the landscape consultant. DTE also trains all detail staff members proper pruning techniques. The detail staff members have been trained to only use hand pruners or loppers on trees and specific shrubs. Hand shears will be only used for formal shrubs. DTE only uses power shears as directed by the owner or owner's representative.

Tree Pruning

Tree pruning is necessary for the beautification of the property and also essential to allow proper growth of the tree itself. Down to Earth implements a precise technique that is individualized for each tree variety and timing based on the required specifications. DTE will trim trees up to 12' of height per specifications to provide clearance for pedestrians, vehicles, mowers, and buildings. DTE will also maintain clearance from shrubs in bed areas and also to improve visibility where safety is a concern from obstructions. DTE will provide an extra service proposal for Pruning above 12' heights.

Weed Control

Down to Earth uses trained personnel to focus on weed control. These individuals have been instructed and certified to apply the chemicals safely and properly based on weather and site conditions. We apply pre and post emergent chemicals if applicable along with hand pulling all weeds larger than 3" inches. Paver driveways and concrete crack weeds are also sprayed or removed during each detail rotation or as needed.

Fertilization

Down to Earth ensures the use of proper fertilization techniques by State licensed expert professionals so that the landscape of every community is of the highest caliber. All fertilizers applied will be based on the contract specifications for each turf, shrub, or palm variety after confirming soil conditions and the test results. Down To Earth will ensure the irrigation system is functioning before any applications are provided.

Insect and Pest Control

Insect and pests can play a detrimental role in ruining the landscape of a community. Down to Earth takes pride in taking great preventative measures to make sure that trees, plants, and turf are not compromised by a preventable disease or infestation. Down To Earth conducts inspections of all the landscape looking for the presence of insect and disease activity. If insect and disease activity is found DTE performs the necessary treatments, reports the issues, and conducts follow up treatments as necessary.

Annuals

The Annual Flower tends to become the focal point of the landscape when present in a community. With this being the case, it is one of Down to Earth's first priorities to make sure that the Annual Flower remain in a quality condition so that it enhances the beauty of the landscape for residents. If required, Down to Earth will also use a 1" thick layer of Pine Fines at the top of all annual bedding during every rotation to enhance the aesthetics of landscape. Down to Earth uses an 8-10" triangular spacing between annuals pending the variety selected to ensure proper growth while still creating a full continuous bed of annuals. It is Down to Earth policy to annually excavate the existing soil before the spring installation for all annual beds and replace the area with new amended soil. This is vital for the Flowers so they can thrive in a nutrient rich environment. As soil begins to settle over time it can become difficult for the root system of the Annual Flower to penetrate to find nutrients. To solve this issue, it has become Down to Earth common practice to till the entire bed during every annual rotation and install granular slow release fertilizer and granular systemic fungicide. Once installed, DTE applies additional fertilizer, fungicide, and insecticide as needed.

Mulching

When installed properly mulch can enhance the beauty of a landscape quickly and efficiently. Down to Earth uses proper mulching techniques to ensure a thick and consistent 2" layer of mulch throughout the property. It is important to have a professional installation of mulch, so that the grade of the landscape beds remain smooth as well as to not have any areas with bare ground showing. To ensure this, areas will be prepared by removing all foreign debris and excess mulch material and ensure a define uniform edge to all bed lines and tree rings.

Irrigation

Irrigation is the most vital procedures to ensure a healthy-looking landscape year-round. This is precisely why Down to Earth takes such great measures to employ the most knowledgeable and experienced managers and technicians possible. Our certified personnel can manage watering schedules by using local weather stations that report ET (evapotranspiration). Our staff will report all findings with detailed reports for the system for each POC, controller, and each Zone within the property. Our staff is also trained and certified to repair all irrigation systems from mainline repairs to controller repairs. Our technicians will conduct monthly inspections and repairs to ensure the operating system is functioning properly. All reports will be submitted monthly to the management staff.



Down To Earth Safety Plan

Down To Earth understands safety is the number one goal for you and our employees. All DTE personnel will wear the necessary personal protective equipment in the performance of their duties to include reflective, high visibility safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

DTE personnel will adhere to all local, state and federal safety guidelines and observe all safety precautions when performing services on property, roadways and rights-of-way to include safe location of parked vehicles, use of safety cones, signage, flag personnel as necessary, use of reflective, high visibility safety vests on all personnel and vehicles which are clearly identifiable.

All DTE personnel will wear ANSI Class III approved reflective safety vests anytime work is being performed on property within road right-of-way. DTE will provide appropriate Maintenance of Traffic (MOT) per FDOT specification when personnel and equipment will be conducting work in or around traffic or pedestrians. In addition, Any DTE employees working within 3 feet of any traffic shall have a personal flag stake.

DTE will have basic and intermediate level FDOT MOT Certified staff on each maintenance crew.

DTE will ensure all landscaping will be maintained in a manner that allows clear passage of vehicles and pedestrians which provides open visibility where necessary for safety and does not obstruct lighting.

Respectfully,

A handwritten signature in blue ink, appearing to read "SC", with a long horizontal flourish extending to the right.

Sean Cusack

Chief Executive Officer

321-263-2711

Sean.Cusack@down2earthinc.com

www.dtelandscape.com

Safety/Training Program & Traffic Control

Down To Earth understands that proper employee training is essential when ensuring that your property is maintained to the highest level. We go through several steps with new employees to make sure that they are qualified to perform landscape duties up to Down To Earth's standards. We strive to hire employees with extensive experience within the landscape industry. Along with background knowledge, we expect all employees to be hard working, detail oriented, friendly, and efficient. Furthermore, we realize that the safety of our employees and our clients are of the utmost importance. We implement a safety training program and strictly enforce the proper traffic control items to ensure that Down To Earth employees are working in a safe environment.

- **Hiring Program**
 - Mandatory drug screening prior to employment – zero tolerance policy.
 - Each employee upon hiring is given a two-week training period to make sure they know basic landscape maintenance techniques and can operate machinery properly.
- **Safety Training Program**
 - Down To Earth employees are **Maintenance of Traffic (MOT) Certified**
 - Each employee will watch a mandatory video on preventing injuries in the workplace.
 - Use of safety uniforms, vests, hats, glasses, and earplugs are strictly enforced.
 - Equipment use – training program showing the correct way to operate machinery and tools necessary for day to day activities on the job.
 - All Fertilizer/Pest Control Applicators must take the Florida Best Management Practices Class as well as stay up to date on their CEU's.
- **Preventative Maintenance Program**
 - Weekly toolbox talks to review the correct maintenance procedures and inspect current equipment.
 - Clean equipment daily as well as sharpen mower blades and service equipment to ensure proper working order.
- **Traffic Control Program**
 - Reflective & highly visible uniforms.
 - Traffic cone & barricade placement procedures.
 - Traffic directional sign placement procedures.
 - Work in progress signs.
 - Equipment safety indication signals (lights & reflectors).
 - Personal Flag Stake.
- **Required Safety Items List for Each Crew**

<ul style="list-style-type: none">○ Orange Cones (All Crews)○ Orange Triangles (All Mowers/Equipment)○ Strobe Lights (All Vehicles/Carts)○ "Men Working" Signs (Roadway Crews)○ "Mower Ahead" Signs (Roadway Crews)○ Arrow Message Boards (Roadway Crews)○ Fire Extinguisher (All Crews)○ First Aid Kit (All Crews)	<ul style="list-style-type: none">○ Safety Vests ANSI Class III (Company Provided)○ Safety Glasses (Company Provided)○ Work Gloves○ Hearing Protection (Company Provided)○ Steel Toe Boots○ Hard Hats (Company Provided when Required)○ FDOT Training/Certifications (Mandatory for all Staff)
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DTE Uniforms

Crew Members/Irrigation Technicians/Agronomic Technicians

 A long-sleeved, button-down shirt in a light gray color. It features two horizontal orange reflective stripes on the chest and two vertical orange reflective stripes on each sleeve.	<p>Long-sleeve Enhanced Visibility Shirt</p>
 A pair of dark green, flat-front industrial work pants. The pants are shown from the waist down, with one leg slightly bent to show the side profile.	<p>Flat-Front Industrial Work Pant</p>
 A bright orange high-visibility safety vest. It has two horizontal reflective silver stripes across the chest and one vertical reflective silver stripe down the center.	<p>Class 2 High Visibility Vest</p>



Employee General Safety Rules

- Report an injury to your employer/supervisor immediately.
- Report any observed unsafe condition to your employer/supervisor.
- Horseplay is prohibited at all times.
- The drinking of alcoholic beverages is not permitted on the job. Any employee discovered under the influence of alcohol or drugs will not be permitted to work.
- If you do not have current First Aid Training, do not move or treat an injured person unless there is an immediate peril, such as profuse bleeding or stoppage of breathing.
- Appropriate Down To Earth uniform must be worn on the job at all times.
- Where there exists the hazard of falling objects, an approved hard hat must be worn.
- You should not perform any task unless you are trained to do so and are aware of the hazards associated with that task.
- You may be assigned certain personal protective safety equipment. This equipment should be available for use on the job, be maintained in good condition, and worn when required.
- Learn safe work practices. When in doubt about performing a task safely, contact your supervisor for instruction and training.
- The riding of a hoist hook, or on other equipment not designed for such purposes, is prohibited at all times.
- Never remove or by-pass safety devices.
- Do not approach operating machinery from the blind side; let the operator see you.
- Learn where fire extinguishers and first aid kits are located.
- Maintain a general condition of good housekeeping in all work areas at all times.
- Obey all traffic regulations when operating vehicles on public highways.
- When operating or riding in company vehicles or using your personal vehicle for business purposes, the vehicle's seatbelt shall be worn.
- Be alert to hazards that could affect you and your co-employees.
- Obey safety signs and tags.
- Always perform your assigned task in a safe and proper manner; do not take shortcuts. The taking of shortcuts and the ignoring of established safety rules is a leading cause of employee injury.

I certify that I have read and understand and will abide by the above listed safety rules. Failure to do so may be grounds for termination and may disqualify my insurance benefits.

Applicant's Signature: _____

Date: _____

Company Equipment List

TCM Loaders	20
Trenchers	14
Skidsteer	2
Tractor with Bushhog	6
Tractor with Disk	2
Toro Side Winder	3
Service Truck	3
Large Truck with Gooseneck Trailer	5
Sodcutter	15
Roller	2
Semi with Drop Trailer	3
Dump Trailer with Large Leaf Vacuum	2
Dump Trucks	3
Large Isuzu Truck with Landscape Bed	3
John Deere 21" Commercial Mower	60
John Deere 36" Commercial Mower	53
John Deere 48" Stand Up Mower	15
John Deere 60" Commercial Mower	225
John Deere 72" Commercial Mower	128
Hustler 104" Commercial Mower	3
Stihl Edgers	375
Stihl Weed eaters	375
Stihl Backpack Blowers	600
Pull Behind Buffalo Blower	23

Stihl Short Trimmers	225
Stihl Medium Trimmers	300
Stihl Long Trimmers	375
Stihl Pole Saw	120
Vortex Blower	38
John Deere Gators (2 Seat)	38
John Deere Gators (4 Seat)	15
John Deere Gator Spray Unit (Fert/Pest)	23
Water Truck	3
Golf Cart	60
GMC/Chevy 2500 Extra Cab	89
GMC/Chevy 1500 Crew Cab	35
GMC/Chevy Van	12
8' Open Trailer	48
20' Open Trailer	45
Enclosed Trailer	98
"Z" Sprays (Fert/Pest)	14
Dump Trailer	23
Water Trailer	6
PSI Washer	30
Auger's/Tiller's for Annual Beds	30
Smithco Sprayer (Fert/Pest)	15
8' Ladders	113
Leaf Vacuum	5


Customer Service (MaxPanda)

DTE MaxPanda Work Order System



- MaxPanda BUSINESS CARDS/HOW-TO FLYERS PROVIDED TO ALL RESIDENTS.
- WORK ORDERS CAN BE CREATED FROM A WEBSITE PORTAL.
- WORK ORDERS WILL RECEIVE EMAIL ALERT NOTIFICATION AS THEY ARE BEING SERVICED.
- PROVIDES ACCOUNTABILITY.
- IMPROVES COMMUNICATION BETWEEN THE CLIENT AND THE VENDOR

Customer Service (MaxPanda)



[Submit WO](#)
[Support](#)

Work Orders

Company Wide

[List View](#)

Map View

Calendar

View Overdue

View Pending

Future WO

Submit WO

Staff Work Orders

My Work Orders

My To Do List

PM Library

Task Library

Company

Sites

Buildings

Locations

Customers

Assets

Inventory

Users

Manage work for this Site

Pending 3

Approved 1

On Hold

In Progress

[Multi Point](#)
[CSV](#)
[Status Report](#)

- Change -

[Multi Status](#)

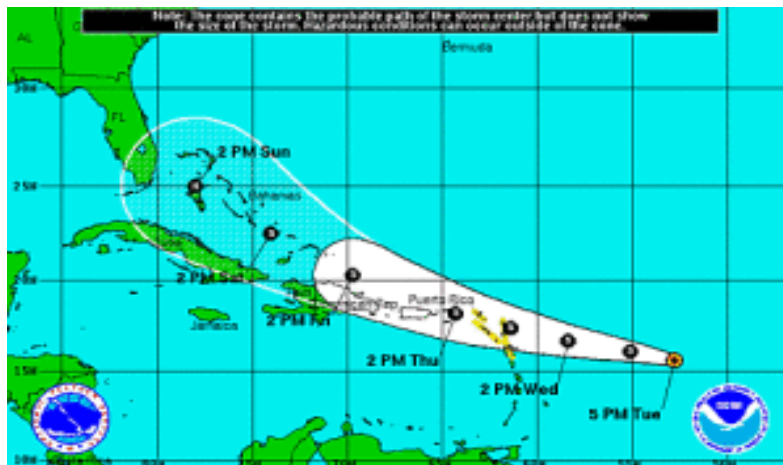
Show 50 entries

	ID #	WO Title	Type	Ref ID	Priority	Category Group	Category	Status	Due Date Range
<input type="checkbox"/>	1557970	Landscape	WO		Medium		Lawn Maintenance	Pending	5/19/2020
<input type="checkbox"/>	1555503	Common ground irrigation	WO		Medium		General Question	Pending	5/16/2020
<input type="checkbox"/>	1523544	Test info	PM		Medium		Irrigation	Overdue	5/6/2020
<input type="checkbox"/>	1546766	Test info	PM		Medium		Irrigation	Approved	5/3/2020
<input type="checkbox"/>	1531838	Property at 2655 Vareo Court, Sandoval, Cape Coral FL 33991	WO		Medium		Landscape	Pending	4/23/2020
<input type="checkbox"/>	1498026	What landscape plants can I use at the back of my pool	WO		Medium		General Question	Overdue	3/16/2020
<input type="checkbox"/>	1436906	Damage to property	WO		Medium		Break/Fix	Overdue	2/3/2020
<input type="checkbox"/>	1412640	Mulch	WO		Medium		Mulch	Overdue	1/12/2020
<input type="checkbox"/>	1414788	Revised Invoices	WO		Medium		General Question	Overdue	1/14/2020
<input type="checkbox"/>	1387943	Company party in orlando- photo's taken?	WO		Medium		General Question	Rejected	12/23/2019
<input type="checkbox"/>	1358011	Driving	WO		Medium		Landscape	Rejected	11/30/2019
<input type="checkbox"/>	940330	1215 Bittern Ct.	WO		Urgent		Irrigation	Rejected	11/29/2018
<input type="checkbox"/>	639453	test	WO		Urgent		Lawn Maintenance	Rejected	1/27/2018
<input type="checkbox"/>	639458	this is a test	WO		Medium		Lawn Maintenance	Rejected	1/31/2018
<input type="checkbox"/>	385212	Monticello - irrigation	WO		Medium		Irrigation	Rejected	3/28/2017
<input type="checkbox"/>	386927	2884 Tiburon Blvd E - Irrigation	WO		Urgent		Irrigation	Rejected	3/1/2017 6:59 AM

Showing 1 to 16 of 16 entries.

Down To Earth understands the unpredictability of weather. Over the past 30 years while Down To Earth has been in business, there have been many occasions where we have offered immediate disaster and storm relief to our clients. Down To Earth's extensive manpower and equipment in Southwest Florida allows us to act quickly and address any issues efficiently and in a timely manner.

Our track record over the years has proven that we will do anything necessary to eliminate the amount of stress caused to our clients in these situations. Furthermore, Down to Earth also will take every preventative measure possible to lessen the impact of a disaster. Some of these measures are pre-storm tree trimming and removal of loose debris to avoid wind damage. When a hurricane threatens or a disaster strikes, you can count on Down to Earth to keep your property beautiful and operating smoothly.



<i>Normal Labor Rates to prepare or clean up (Monday -Friday)</i>	<i>- \$55 per hour</i>
<i>Overtime Labor rates to prepare or clean up (Weekends)</i>	<i>- \$80 per hour</i>
<i>Holiday Labor Rate to prepare or clean up (Holidays)</i>	<i>- \$70 per hour</i>
<i>Chainsaw Operator</i>	<i>- \$65 per hour</i>
<i>Machine</i>	<i>- \$125 per hour</i>
<i>Crane *rates may vary during state of emergency</i>	<i>- \$TBD per hour</i>

*****Any preparation material or replacement material will be billed separately*****

Frost Protection Protocol

Down To Earth understands the unpredictability of weather. Over the past 30 years while Down To Earth has been in business, there have been many occasions where we have offered immediate frost protection to our clients. Down To Earth's extensive manpower and equipment in Southwest Florida allows us to act quickly and address any issues efficiently and in a timely manner.

In addition to our current maintenance staff throughout the state of Florida, we also have our roaming Quality Control Crews that are available at any time to prepare your property for frost protection. Furthermore, if necessary, our Landscape & Irrigation Installation Division employees are working throughout the state year-round and can always offer supplemental help. Not only is manpower essential in these types of situations, but having the necessary equipment plays just as large of a role.

Our track record over the years has proven that we will do anything necessary to eliminate the amount of stress caused to our clients in these situations. Furthermore, Down to Earth also will take every preventative measure possible to lessen the impact of frost damage.



Normal Labor Rates to install or remove frost cloth (Monday-Friday) - \$35 per hour

Overtime Labor Rates to install or remove frost cloth (Weekends) - \$45 per hour

Holiday Labor Rate to install or remove frost cloth (Holidays) - \$70 per hour

****Frost Cloth Material will be billed based on the required amount to protect plant material****

Lawn and Ornamental Monthly Report

<h3>Lawn & Ornamental Report</h3>				
Contractor: _____		Property: _____		Date: ____/____/____
<div style="display: flex; justify-content: space-between;"> <div> Applicator Information: Name - _____ I.D. Card # - _____ </div> <div> Turf Application <input type="checkbox"/> Ornamental Application <input type="checkbox"/> </div> <div> Scheduled Application <input type="checkbox"/> Service Call <input type="checkbox"/> </div> </div>				
Turf Application Information			Ornamental Application Information	
Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Application Rate: _____ (lbs. N / 1000 Sq. Ft.) Area(s) Treated: _____ _____ _____ 2) Analysis: _____ Application Rate: _____ (lbs. N / 1000 Sq. Ft.) Area(s) Treated: _____ _____ _____ Report Item #(s) : _____	Liquid: <input type="checkbox"/> Herbicide(s) Used: _____ 1) _____ Area(s) Treated: _____ _____ _____ Granular: <input type="checkbox"/> Herbicide Used: _____ 1) _____ Area(s) Treated: _____ _____ _____ Report Item #(s) : _____	Fungicide / Insecticide Used: _____ 1) _____ Target Pest: _____ _____ Area(s) Treated: _____ _____ _____ 2) _____ Target Pest: _____ _____ Area(s) Treated: _____ _____ _____ Report Item #(s) : _____	Liquid: <input type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> 2) Analysis: _____ Palms: <input type="checkbox"/> Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> Report Item #(s) : _____	Fungicide / Insecticide Used: _____ 1) _____ Target Pest: _____ _____ Plants(s) Treated: _____ _____ 2) _____ Target Pest: _____ _____ Plants(s) Treated: _____ _____ 3) _____ Target Pest: _____ _____ Plants(s) Treated: _____ _____ Report Item #(s) : _____
Comments & Observations: _____ _____ _____				
_____ Technician's Signature			_____ Manager's Signature:	



Irrigation Monthly Report

Date: _____ Start Times: Program "A" _____ Program "B" _____
Inspected By: _____ Program "A" Run Days (Circle): M T W T F S S
Clock: _____ Program "B" Run Days (Circle): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: _____

Repairs Needed: _____	Labor: _____
_____	Materials: _____
_____	Total: _____

Manager's Signature: _____ Repairs Approved (Initial): _____

DTE Yearly Schedule of Services Guideline

[illegible]



Mike Bergh

Branch Manager

Cell - (239) 258-7116

E-Mail – mike.bergh@down2earthinc.com

Qualifications

- 11 years' experience in the Landscape Installation and Maintenance Industry
- 7 years' experience as an assistant golf course superintendent
- 3 years' experience in the Irrigation field.
- State of Florida Best Management Practices Certified
- 5 years' experience in Low Voltage Landscape Lighting design and installation.
- Managed Landscape installation jobs for \$50K-\$500K.
- Strong Work Ethic and the Ability to Multi-task
- Certified best management practices in the State of Florida
- Computer knowledge- Word, Excel, Outlook, NetSuite's, MaxPanda and GPS

Work Experience

(2013-Present) Down to Earth (Naples, Florida)

Title- Branch Manager

- Run the day to day operations for the Naples location. \$13 Million a year
- Responsible for all aspects of Landscaping installations - \$5 Million a year.
- Oversee all Purchasing and Vendor relationships
- Safety Manager of SWF region.
- Assist Account Managers with training and issues in the field
- Oversee over 240 employees during season
- Responsible to implement new safety procedures

(2009- 2013) WCI Communities (Estero, FL)

Title- Assistant Superintendent

- Responsible for the day to day running of an 18-hole resort golf course
- Daily irrigation and pest control reporting
- Quality Control of turf and plants

(2001- 2008) New Bridge Golf Club (Ireland)

Title – Superintendent

- Ran an 18-hole golf course in Ireland.
- Managed the installation of all new greens and tee boxes in a 4-year period
- Installed all new Irrigation to the entire course

Education and Certifications

Dublin Business School, Ireland

- Bachelor of Business Degree



Austin Price

Branch Manager

Cell – (239)-691-9137

E-Mail – Austin.price@down2earthinc.com

Qualifications

- 14 years' experience of Commercial and Residential Landscape Management
- 10+ years Management Experience
- Experienced with High-End Landscape Design
- ISA State Certified Arborist
- State Certified Building Contractor
- Collier County Irrigation Certification

Work Experience

(2018-Present) Down to Earth (Fort Myers Branch)

Title- Branch Manager

- Currently oversees properties in Southwest Florida for both District and Commercial Property Management.
- Responsible for accomplishing daily, weekly, and monthly revenue goals.
- Overseeing fertilizer and pest control applications daily.
- Overseeing Irrigation and Landscape Enhancements.

(2015- 2018) Cintron Lawn Maintenance (Acquired by Down To Earth in 2018)

Title- General Manager

- Responsible for managing all divisions of Company.
- Played Key role in growing the company from 1.2 M to 6.7 M in 3 years' time.
- Focused on maintain quality service and a clean image

(2014- 2015) Juniper Landscaping)

Title – Business development

- Responsible for selling lawn maintenance contracts and Landscape Enhancements
- Managed the 2 crews for the landscape enhancement division
- Sold and executed an average of \$65,000 per month worth on landscape enhancements

(2006-2014) Cintron Landscape Services

Title- Operations Manager

- Sold and executed work for the Tree Division
- Assisted with managing the Landscape division
- Operated heavy equipment
- Interpret and executed complex landscape designs

Education and Certifications

- Associates Degree
- ISA State Certified Arborist
- State Certified Building Contractor
- Collier County Irrigation Contractor
- Collier County Landscape Contractor
- Collier County Tree Service Contractor



Bob Boyd

Business Development – Southwest Florida

FNGLA Certified Horticulture Professional / ISA Certified Arborist®

Cell - (239) 315-2002

E-Mail – Bob.Boyd@down2earthinc.com

Qualifications

- Solid knowledge of Florida plants, soils, fertilizers, insect controls, landscape tools, and mulches
- Proficient in plant biology, plant growth requirements, plant problems, utilizing plants, landscape management, and safety issues
- Competent in estimating project costs including plants & products (substrates, chemicals, materials)
- Adept at analyzing customers' needs regarding landscape maintenance/installation, design, irrigation, tree care, and pest control services
- Industry professional with over 20 years of experience in Sales, Account/Project Management & Marketing with thirteen years focused in the horticultural industry
- Proficient in Microsoft Office: Outlook, Word, Excel, and PowerPoint

Work Experience

(2017-Present) Down to Earth (Naples, Florida)

Title - Business Development Manager

- Currently oversees business development in Southwest Florida for both large scale residential and commercial property management
- Creates contact management strategies to develop relationships with most promising targets
- Prospects and closes the wealth of pre and newly qualified homeowners' associations and property managers
- Performs related duties as assigned at the direction of the Director of Business Development
- Attend and actively participate in trade conferences and events such as CAI, COMA, and FNGLA

(2014 - 2017) Crawford Landscaping, Inc.

Title- Account Manager/Supervisor

- Managed 38 landscape customer accounts including high-rise condominiums, homeowner associations, and upscale single-family estate homes
- Supervised seven landscape maintenance crews totaling 27 employees
- Responsible for follow-up and follow-through to maintain positive customer relations ensuring complete client satisfaction
- Schedule and conduct property walk-throughs increasing clients' awareness of property potential and creating revenue through writing proposals based on clients' desires with 67% increase in ancillary sales 2016 over 2015
- Scout for insect & disease issues that may be present in customer's landscape and report problem to appropriate department for timely solution
- Maintain high level of client satisfaction by setting expectations and through educating clients on their options, decisions to make, and outcomes available depending on all affecting factors
- Responsible for employees' timecards, recognizing employees ready for promotion, disciplinary actions, injury response and reporting, terminations
- Support timely and accurate implementation of procedures and paperwork

(2011 - 2014) Food & Thought

Title- Horticulturalist/Garden Center Manager

- Increased Sales 77% December 2013 over December 2012
- Maintained records for USDA Organic Certification by documenting farm inputs and field activities
- Purchased plant material, organic seeds, transplants, soils, inputs and insect controls for farm and retail outlet
- Grew on sourced plug material to finished product size for retail offering
- Conducted trials with organic production approved products to yield best results in organic production



Angela Cooke

Senior Account Manager/Certified Pest Control Operator – Southwest Florida

Cell - (239) 229-1265

E-Mail – Angie.Cooke@down2earthinc.com

Qualifications

- 21+ years of professional, hands-on work in the green industry
- Flexible and understanding of new, diverse situations
- Strong interpersonal, communication and leadership skills
- Organized self-starter who quickly gains respect from vendors, customers and associates
- Outgoing, dedicated, customer-service oriented and thorough
- Highly proficient in Microsoft Word, Excel, PowerPoint, QuickBooks and Outlook

Work Experience

(2015 – Present) Florida Evergreen Landscaping/Down To Earth

Title- Account Manager/Certified Pest Control Operator

- Coordinate and implement customer needs with appropriate crews.
- Design, propose, and oversee installation of landscape enhancements
- Perform all functions of certified pest control operator including oversight, training, and facilitating pest control functions.

(2013 – 2015) Crawford Landscaping

Title- Account Manager/Safety Manager

- Provide high quality management of clients' landscaping maintenance needs
- Design and generate proposals for landscape sales/upgrades and oversee installations of landscape enhancements
- Order, manage, and distribute crew PPE

(2012 – 2013) Greenscapes

Title- Client Services Representative

- Managed landscaping maintenance needs of clients
- Provided proposals for landscape sales/upgrades
- Arranged procurement of plants and materials and oversaw installations of landscape enhancements

(2009 – 2012) Crawford Landscaping

Title- Client Services Representative

- Inspected customer sites and addressed quality of service issues pertaining to proper horticultural practices in mowing, trimming, pest control, fertilization, irrigation, and new plantings

REQUEST FOR PROPOSALS
FOR
IRRIGATION MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. TOM TROMBLY	24+	REGIONAL VP OF OPERATIONS	Oversee the South Florida Down To Earth team.
2. AUSTIN PRICE	14+	FORT MYERS BRANCH MANAGER	Direct Operations support for the FT. Myers branch
3. ANDREW SEGURA	10+	IPM OPERATIONS MANAGER	Manage all techs and coordinate all fertilizer and pest control operations for South Florida.
4. ROBERT TURRUBIARTEZ	24+	IRRIGATION MANAGER	Oversees all irrigation technician's inspections, repairs, and reports for Southwest Florida.
5. _____	_____	_____	_____

Proposed Staffing Levels

Irrigation Maintenance staff will include; 1 laborers, 1 Supervisors, and 1 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project.

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. JHON POLANCO	10+	SENIOR IRRIGATION TECH	JOB LEADER/ INSTALL, MAINTAIN AND REPAIR IRRIGATION SYSTEMS.
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

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

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

1. Project Name/Location: THE VILLAGES CDD, MULTIPLE DISTRICTS
 Contact: JOHN OLTERS Contact Phone: 352.266.1483
 Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE
 Dollar Amount of Contract: \$ 5.6 MILLION
 Your Company's Detailed Scope of Services for Project: ALONG WITH PROVIDING
100% OF ALL COMMERCIAL LANDSCAPE INSTALLATION PROJECTS, WE ALSO PROVIDE
FULL-SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, AND FERT./PEST CONTROL. AREAS
OF SERVICE INCLUDE: RECREATION CENTERS, ROADWAYS, HOMES, TOWNHOMES, VILLAS,
GOLF COURSES, ALONG WITH MANY OTHER COMMON AREAS.
 Duration of Contract: START DATE: 2000 END DATE CURRENT

2. Project Name/Location: STONEBROOK SOUTH CDD / CHAMPIONSGATE
 Contact: MICK TOSCANO Contact Phone: 858.351.8069
 Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE
 Dollar Amount of Contract: \$ 1.25 MILLION
 Your Company's Detailed Scope of Services for Project: _____
WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION
AND PEST CONTROL OF THE CDD MASTER ASSOCIATION AND OTHER SUBDIVISIONS'
COMMON AREAS, INCLUDING 700+ HOMES.
 Duration of Contract: START DATE: 2013 END DATE: CURRENT

3. Project Name/Location: TSR CDD - STARKEY RANCH
 Contact: MATT CALL Contact Phone: 813.785.7959
 Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE
 Dollar Amount of Contract: \$ 1 MILLION +

Experience cont.

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

WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL FOR ALL CDD COMMON AREAS, PARKS, ROADWAYS, PONDS,

AND ATHLETIC FIELDS.

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

4. Project Name/Location: VILLAGE WALK AT LAKE NONA

Contact: TOM ROSE Contact Phone: 740.525.0913

Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE

Dollar Amount of Contract: \$ 2.3 MILLION

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

WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL OF THE CDD MASTER ASSOCIATION AND OTHER SUBDIVISIONS'

COMMON AREAS, INCLUDING 1,200+ HOMES.

Duration of Contract: START DATE: 2014 END DATE: CURRENT

5. Project Name/Location: INDEPENDENCE HOA

Contact: KRISTINA INKROTT Contact Phone: 407.654.7479

Project Type/Description: FULL SERVICE LANDSCAPE AND IRRIGATION MAINTENANCE

Dollar Amount of Contract: \$ 750,000

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

WE OFFER FULL-SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION

AND PEST CONTROL FOR ALL THE COMMON AREAS THROUGHOUT THE COMMUNITY

AS WELL AS 200+ TOWNHOME UNITS.

Duration of Contract: START DATE: 2010 END DATE: CURRENT

Experience cont.

An additional five (5) points will be awarded to all Proposers with previous irrigation maintenance experience with CDDs within the past three (3) years.

Has your company had previous Irrigation Maintenance experience with other Community Development Districts within the past three (3) years? YES ☒ NO ☐

If yes, please fill in information below:

Project Name/Location: SHINGLE CREEK CDD

Contact: ALAN SCHEERER Phone: 407.841.5524 \$ amt.: \$ 200,000

Your company's Scope of Services for Project: WE OFFER FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL OF THE CDD MASTER ASSOCIATION

Duration of Contract: START DATE: 2016 END DATE: CURRENT

(5 Points Possible) (_____ Points Awarded – This is either “0” or “5”)

3. Understanding Scope of RFP (15 Points Possible) (_____ Points Awarded)

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

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

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in the RFP. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District.

5. Price (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 3 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C"

then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

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

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities and costs provided in Proposer’s proposal.

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

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: SSS EVERGREEN OPCO LLC,
DBA DOWN TO EARTH / / A Partnership
[Company Name] ☒ A Corporation
/_/ A Subsidiary Corporation

2. Parent Company Name: SEASONS SERVICE SELECT LLC

3. Parent Company Address:
Street Address 7887 SAFEGUARD CIRCLE
P.O. Box (if any) _____
City VALLEY VIEW State OHIO Zip Code 44125
Telephone 800.852.8306 Fax no. _____
1st Contact Name ALAN JAFFA Title MANAGING PARTNER
2nd Contact Name JOSEPH IAFIGLIOLA Title MANAGING DIRECTOR

4. Proposer Company Address (if different):
Street Address 2701 MAITLAND CENTER PARKWAY - SUITE 200
P. O. Box (if any) _____
City MAITLAND State FLORIDA Zip Code 32751
Telephone 321.263.2700 Fax no. 321.263.2795
1st Contact Name SEAN CUSACK Title CEO
2nd Contact Name TOM TROMBLY Title VP OF OPERATIONS

5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.
Street Address 16911 GATOR ROAD
City FORT MYERS State FLORIDA Zip Code 33912
Telephone 239.561.9184 Fax No. _____
1st Contract Name AUSTIN PRICE Title BRANCH MANAGER

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? OHIO

- Is the company in good standing with the State? Yes () No ()

If no, please explain N/A

- Date incorporated 3/28/2017 Charter No. 4010171

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

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

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

7.1 If yes, provide the following:

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

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

(2017) \$55 MILLION, (2018) \$105 MILLION, (2019) \$110 MILLION.

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

General Liability	\$ 2,000,000
Automobile Liability	\$ 2,000,000
Umbrella Coverage	\$ 5,000,000
Workers Compensation	\$ 1,000,000
Expiration Date	7/31/2020

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

☒ **N/A**

If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended **N/A**

State the period(s) of debarment or suspension _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?

Yes () No ☒

If so, where and why? _____

N/A

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?

Yes () No ☒

If so, state name of individual, other organization and reason therefore.

N/A

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years.

N/A

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

N/A

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: SEE ATTACHED DOWN TO EARTH LITERATURE FOR MORE
INDEPENDENCE COMMUNITY - KRISTINA INKROTT - 407.654.7479 - JANUARY 2010 TO PRESENT - \$750,000
VILLAGE WALK AT LAKE NONA - TOM ROSE - 740.525.0913 - MAY 2014 TO PRESENT - \$2,300,000
STONEBROOK SOUTH/CHAMPIONSGATE - MICK TOSCANO - 858.351.8069 - JANUARY 2013 TO PRESENT - \$1,250,000
TSR CDD - STARKEY RANCH - MATT CALL - 813.785.7959 - OCTOBER 2019 TO PRESENT - \$1,000,000+
THE VILLAGES CDD - JOHN OLTERS - 352.266.1483 - 15+ YEARS - \$5,600,000
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
OVERLOOK AT HAMLIN - CONTACT: SHELLEY KAERCHER 407.618.8988 - REASON: HOA TURNOVER
ORANGE LAKE VACATION CLUB - CONTACT: JASON DURENLEAU 352.989.6537 - REASON: PRICE
TAVISTOCK ASHTON ROADWAY - CONTACT: SCOTT THACKER 407.457.1087 - REASON: LOGISTICS
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

TOM TROMBLY		REGIONAL VP OF SOUTH FLORIDA OPERATIONS	
Name		Position	
LANDSCAPE OPERATIONS	24+ YEARS	7 YEARS	
Type of Work	Yrs. Exp.	Yrs. With Firm	
AUSTIN PRICE		BRANCH MANAGER	
Name		Position	
LANDSCAPE OPERATIONS	14+ YEARS	2 YEARS	
Type of Work	Yrs. Exp.	Yrs. With Firm	
ANDREW SEGURA		IPM OPERATIONS MANAGER	
Name		Position	
FERTILIZATION & PEST CONTROL	10+ YEARS	3 YEARS	
Type of Work	Yrs. Exp.	Yrs. With Firm	
ROBERT TURRUBIARTEZ		IRRIGATION MANAGER	
Name		Position	
IRRIGATION	24+ YEARS	8 YEARS	
Type of Work	Yrs. Exp.	Yrs. With Firm	


Name	Position
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Type of Work	Yrs. Exp.	Yrs. With Firm
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The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Lake Park CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Heritage Lake Park CDD should consider the Proposer for bidding on the irrigation maintenance services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

**SSS EVERGREEN OPCO LLC,
DBA DOWN TO EARTH**


Name of Proposer

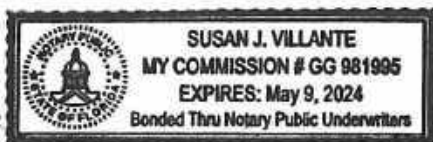
By: 
V. SEAN CUSACK, CEO
 [Type Name and Title of Person Signing]

This 20 day of JULY, 2020.

(Corporate Seal)

Sworn to before me this 20 day of JULY, 2020.

 May 9, 2024
 (Seal) Notary Public/Expiration Date



CORPORATE OFFICERS

SSS EVERGREEN OPCO LLC,
 Company Name **DBA DOWN TO EARTH**

Date **7/20/2020**

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
V. SEAN CUSACK	CEO	OVERSEE ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FL
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OH
JOSEPH IAFIGLIOLA	MANAGING DIRECTOR	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH
FOR PARENT COMPANY (if applicable)			
V. SEAN CUSACK	CEO	OVERSEE ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FL
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OH
JOSEPH IAFIGLIOLA	MANAGING DIRECTOR	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OH

SPECIFICATIONS

- Monthly checks where irrigation system is observed and adjustments are made. Minor problems will be fixed immediately by the individuals performing the irrigation inspection. Any major problems encountered will be listed on a repair order. Set irrigation schedules and programs, adjusting seasonally to insure the proper growth of the grass & plants and also in accordance with any necessary water restrictions.
- If improvements are required, a work order & estimate will be required for approval. Each invoice will be detailed with charges for parts & labor.
- PROVIDE THE FOLLOWING QUARTERLY SERVICES FOR DISTRICT'S SEVEN PUMP STATIONS
 - CHECK AND RECORD INCOMING VOLTAGE
 - CHECK AND RECORD AMPERAGE OF MOTORS
 - CHECK AND RECORD HOUR METER READINGS
 - CHECK AND RECORD FLOW METER READINGS
 - CHECK MOTOR STARTER CONDITIONS
 - VISUALLY INSPECT ALL WIRES FOR HEAT DAMAGE
 - CHECK ALL CONTROL DEVICES FOR PROPER OPERATION
 - DRAIN AND CLEAN CONTROL LINES
 - VISUALLY INSPECT ALL SWITCHES & INDICATOR LIGHTS FOR PROPER OPERATION
 - CHECK PIPES AND FITTINGS FOR LEAKS
 - CHECK MOTORS FOR EXCESSIVE HEAT
 - GREASE MOTOR BEARINGS
 - CHECK FOR EXCESSIVE VIBRATION
 - CHECK MECHANICAL SEAL FOR LEAKS
 - CHECK CONTROL VALVES AND CLEAN WYE STRAINERS AND TUBING
 - CHECK GAUGES AND VALVES
 - MANUALLY FLUSH ANY FILTERS
 - CHECK HYDRO-PNEUMATIC TANKS FOR PROPER AIR

** Vendor will be responsible for any damages caused at no charge to the District.

**PROPOSAL FORM
HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

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

Irrigation (All labor and materials including seven pump stations)

\$ 10,402.00 /Yr

Freeze Protection (description of ability) DOWN TO EARTH CAN PROVIDE FROST BLANKETS AND HAY BALES TO PROTECT WELLS AND FROST PRONE AREAS

\$ T&M /application (do not include in Irrigation Total)

After hours emergency service hourly rate \$ 55.00 /hr. (i.e. broken mainlines, pump & wells, etc.) (do not include in Irrigation Total)

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

FIRST ANNUAL RENEWAL \$ 10,714.06 /Yr

SECOND ANNUAL RENEWAL \$ 11,035.48 /Yr

Contractor/Firm Name SSS EVERGREEN OPCO LLC, DBA DOWN TO EARTH

Firm Address 2701 MAITLAND CENTER PARKWAY, SUITE 200

City/State/Zip MAITLAND, FL 32751

Phone Number 321.263.2700 Fax Number 352.385.7229

Name and Title of Representative V. SEAN CUSACK, CEO
(Please Print)

Representative's Signature  Date 7/20/2020

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

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

Dated this 20 day of JULY, 2020

AFFIDAVIT FOR CORPORATION

State of FLORIDA

SS:

County of ORANGE

V. SEAN CUSACK

(title) CEO of
the SSS EVERGREEN OPCO LLC, DBA DOWN TO EARTH

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

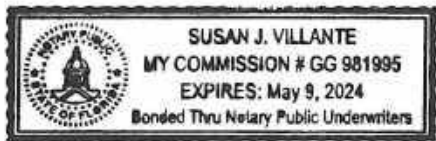


(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 20 day of JULY, 2020.

Susan J. Villante May 9, 2024
Notary Public/Expiration Date:



(SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

GRASS MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.
- ** Weekly cutting of grass during the growing season (May thru October).
- ** Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- ** Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- ** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- ** Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- ** Weekly Property inspection will be performed.
- ** All leaves, clippings, and trash will be blown or picked up on each visit.
- ** Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

ORNAMENTALS & PALMS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- ** Oak tree branches will be kept to around 7-8 feet above ground.
- ** Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- ** Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

10' WALL BUFFER/OVERHANG

- ** Vegetation surrounding the District's boundaries will be trimmed twice per year. Vegetation will be cut back to prevent vegetation from rubbing on the District's walls and/or fences.

ANNUAL MULCH APPLICATION

- ** Cypress mulch will be installed in areas determined by the District.

FERTILIZER

- ** Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- ** Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

PEST CONTROL

- ** Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year to control insects in turf. The treatments will be provided in order to keep the turf and ornamentals healthy and free of harmful insects and disease.

WEED CONTROL

****Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand**

****Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.**

UNDEVELOPED LOT MAINTENANCE

****Mowing of the undeveloped lots along Royal Tern Circle once every three weeks. This work is to be priced separately and continued only while the lots are owned by the District. There are forty-eight (48) parcels presently that the District has foreclosed upon.**

**** Vendor will be responsible for any damages caused at no charge to the District.**

Duque's Palms Lawn & Landscaping
23065 Delhi Ave
Port Charlotte FL 33952
9418158065
pduque7@yahoo.com



PROPOSAL FOR HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD.
PUNTA GORDA FL,33983

TURF MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.**
- ** Weekly cutting of your grass during the growing season (May thru October).**
- ** Bi-Weekly during the dormant season (Nov thru April).**
- ** Floratam turf will maintained at height of 4.5 to 5.0 inches.**
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks,french drains curbing, etc.)**
- ** Blowing off of entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris.**
- ** Normal lawn clippings & debris will be cleaned up at each visit. (Storm damage and excessive litter and debris will require extra-itemized billing).**
- ** Nylon Trimmer Line edging around trees and landscape beds at all visits. ** Weekly Property inspection will be performed.**

TRASH

- ** Contractors will pick up all the trash and debris prior to mowing. Areas that cannot be cut with power mowers will be trimmed with string type trimmer. this is include but not limited to building lines, lake side, lamppost, electrical boxes, sprinkler controls, and any abnormal surface areas. care shall be taken not to scalp these areas. Trimming shall be removed by use of blower by street, sidewalks, pool areas, parking areas, and any other paved surfaces immediately after mowing.**

TREES, PALMS, & ORNAMENTALS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities to a height of 15 ft over all.**
- ** Tree branches will be trimmed as needed in order to maintain a clean appearance at approximately 7-8 feet above ground level.**
- ** Palm trees 15 ft over all and under will be trimmed as needed to remove dead fronds and seed pods for a healthy and aesthetically pleasing appearance.**
- ** Shrubs, hedges, and ornamental plants will be pruned 8-10 times per year to maintain both a beautiful and healthy appearance to your specifications.Faster growing plants will be trimmed as needed.**

**** Palms and trees over 15 ft will be trimmed (1) per year at a price of \$35 per palm for washingtonia palms and \$30 for cabbage palms.**

_____ Initial

FERTILIZER/PEST & WEED CONTROL

**** Turf will be treated with blanket pest control and fertilizer treatment (4) times per year providing 4-6 pounds of nitrogen per 1000 sq ft per year the formulation will change according to seasonal requirements Two of the four treatments will include a chemical that treats chinch bugs and grubs. Two additional (2) turf spot treatments are also included if needed. Amount of fertilizer insecticide that will be used varies depending on sod condition, weather condition, summer and winter months. Also if we get an infestation which requires different type of fertilizer/insecticide.**

**** Palms and shrubs will be treated for disease on an as-needed basis. (There are fungal diseases that there are no cures for.)**

**** Shrubs will be treated (4) times per year with fertilizer and pest control. These treatments may or may not be done at the same time turf is treated.**

**** Palms will be fertilized (4) times per year with slow release fertilizer.**

**** Flowerbeds will be treated with herbicides approximately (26) times per year to keep them weed free.**

Additionally, a preventative weed treatment will be applied to all flower beds on a continual basis in order to maintain a clean appearance.

**** Fertilizer used 8-10-10 with minors for flowering and ornamental plants**

****Fertilizer used 8-2-12 with minors for palms and green shrubs**

****Fertilizer used 16-0-8 with minors for sod granules and sprayed**

**** Weeds in turf will be treated (3) times per year in cooler months. this weed control kill most broadleaf weeds.weeds such as bermuda grass and crabgrass are difficult to control as they are highly invasive in sub tropical environment such as Southwest Florida.**

****Contractor will not be held responsible for turf loss beyond their control .this includes but is not limited to pre-existing conditions,nematodes,borers,locust,grubs,soil contamination, and diseases or insects which are untreatable with currently available chemicals, and acts of god. If additional spraying or changes in treatment are required to control an Infestation, proper chemical will be applied and customer charged accordingly per application.**

MULCH

******Mulching of the association is not included in the cost of this contract. this service will be performed in the month of November prior to the holiday season and will be applied to a depth of 1"-2" brown cypress mulch will be utilized unless otherwise specified by the owner or representative at which time additional pricing will be given .cost would be \$95 per yard.**

10' WALL BUFFER/OVERHANG

*** Vegetation surrounding the district's boundaries will be trimmed twice per year vegetation will be cut back to prevent vegetation from rubbing on district walls and or fences. price would be \$1800 per event.**

UNDEVELOPED LOT MAINTENANCE.

**** Mowing of the undeveloped lots along Royal Tern cir once every 3 weeks. there are (48) parcels presently that the district has foreclosed upon. price per parcel is \$35 per cut 48 X \$35 = \$ 1,680.00 per month yearly \$20,160.00**

this includes once a month cutting of all 48 parcels

IRRIGATION NOT APPLICABLE

****Monthly irrigation checks will be performed.**

****Check includes visual inspection of sprinkler heads for watering accuracy and proper performance, check and clean filters, off, check that rain sensors are working properly, check and set clocks to watering times appropriate for the season.**

****Any service call that is a result of tampering or vandalism will be at an additional cost. this includes valves that have been disconnected or controllers that have been altered, reprogrammed or unplugged by contractors or others.**

****Repairs will be made at manufactures MSRP and a labor rate of \$55 per hour.**

****No repairs will be made that exceeds \$250 without approval.**

****All repairs will be submitted in writing to management company.**

**** we will repair any damage caused by our personnel during their routine maintenance job at no charge to you. However damage that occurs while doing work at your request will be your responsibility. for example when removing or installing plants or trees**

Contractor Info:

DUQUE PALMS OF HOMESTEAD INC

23065 Delhi Ave. Port Charlotte FL, 33952

(941)815-8065 (786)255-6657

duquespalms@yahoo.com , pduque7@yahoo.com

Duque palms of homestead inc. is licensed landscape contractor and insured, bonded

Copy of: license, liability, and workers Comp, will be supplied when the bid is accepted.

_____ **Initial**

AMOUNT OF PAYMENT shall be per month: Any additional, requested or custom work will be billed separately.

TOTAL MONTHLY COST: \$ 6,550.00.

TOTAL MONTHLY MOWING OF 48 PARCELS \$1,680.00

TOTAL YEARLY COST : \$ 98,760.00 Including 48 parcels

ACCEPTANCE OF PROPOSAL

**** This AGREEMENT shall commence on _____ ASAP _____**

and remain in effect for the period of one year or until the contract is terminated as described below.

**** Prices, specifications and conditions are satisfactory and are hereby accepted.**

**** You are authorized to do work as specified in this agreement.**

**** Payment will be made as outlined above.**

**** Either party may terminate this agreement with a 30-day written notice. Each additional visit maybe subject to additional cost.**

**** This proposal is valid for a period of 30 days after presentation.**

**** Additions and changes to the property's landscape design after this agreement is in place may affect the MONTHLY CHARGE.**

**** Unless notified in writing, by either party, Thirty (30) days prior to the expiration date, this contract will automatically renew under the same specifications.**

For Duque palms of homestead Inc. (contractor)

Name: Edel Duque Title: president Signature: _____

Name: _____ Signature: _____

For the Homeowner/HOA

Name: _____ Signature: _____

Date: _____

Title: _____ Signature: _____

Date: _____

Title: _____ Signature: _____

Date: _____

Authorized Property Agent. _____

_____ Initial

REFERENCES.

Some Properties We provide Services To

Lake Michigan Credit Union Of Florida
2120 Kings Hwy
Port Charlotte FL, 33980.

Coastal Express Car Wash
3291 Tamiami Trail.
Port Charlotte FL, 33952

Oakwood condo.
2275 S McCall Rd
Englewood, FL 34224
United States

River Haven Mobile Home Park.
10100 Burnt Store Rd
Punta Gorda FL, 33950

Marlins Runs 1 Condo association

SCHEDULING PERFORMANCE DESCRIPTION CALENDER OF SERVICES

SERVICE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
MOW/EDGE/TRIM.	2	2	2	5	5	4	5	4	4	5	2	2
WEED CONTROL EACH VISIT	2	2	2	3	3	3	3	3	2	2	2	2
TREE TRIMMING AS NEEDED	1		1		1		1		1		1	
PALM TRIMMING AS NEEDED EACH VISIT.												
PRUNING AND SHEARING	1	1	1	1	1	1	1	1	1	1	1	1
IRRIGATION N/A												
FERTILIZING TURF/PEST	1		1						1		1	
FERTILIZING SHRUB /TREE/PALM		1			1			1			1	

Islamorada Blvd
Punta Gorda FL, 3395

Heritage Lake Park Associations
2040 Willow Hammock Cir
Punta Gorda FL 33983

Lake View I

Lake View II

Lake View III

Lake View IV

Lake View V

Lake Front Villas II

Lake Front Villas I

Park Villas II

Park Villas III

Referrals

Gateway group
Gail 941-629-8190

Aristocrat homes
John barrington
239-848-1542

West coast property managment
Bob Williams
941-473-0718

Star Hospitality Management Inc.
Penny Hill
941-575-6764.

Amerigas Corp.
District Manager
Chad Williams
941-255-9900.

Casa Del Sol Inc.
Luis Garza President
941-979-5330

Lake Michigan Credit Union Of Florida
Jody Inniss .Branch Manager
941-258-3055.



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 173
DATE (MM/DD/YYYY)
12/4/2019

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 CCMSI c/o CLEAR SPRING PROPERTY & CASUALTY COMPANY 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Brooke Kuemmerle	
	PHONE (A/G. No. Ext.): (800)-252-5059 1174	FAX (A/G. No.):
	E-MAIL ADDRESS: bkuemmerle@ccmsi.com	
INSURED KIRTO4, INC. DBA PHOENIX PAYROLL SOLUTION 24730 SANDHILL BLVD., STE 902 PUNTA GORDA, FL 33983	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CLEAR SPRING PROPERTY & CASUALTY COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 15583		

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 WSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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 RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCSBK4700010001	9/1/2019	9/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COVERAGE PROVIDED FOR ALL LEASED EMPLOYEES BUT NOT SUBCONTRACTORS OF: DUQUE PALMS OF HOMESTEAD INC
CLIENT EFFECTIVE: 12/3/2019

CERTIFICATE HOLDER DUQUE PALMS OF HOMESTEAD INC 21435 PEACHLAND BLVD PT CHARLOTTE, FL 33954	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 Brooke Kuemmerle
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CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 174
DATE (MM/DD/YYYY)
11/26/2019

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 Freeway Insurance Services of FL #5 4982 W. Atlantic Blvd Margate, FL 33063 Phone (954) 358-2129 Fax (954) 358-2130		CONTACT NAME: PHONE (A/C, No, Ext): (954) 358-2129 FAX (A/C, No): (954) 358-2130 E-MAIL: blickteig@freewayinsurancefl.com ADDRESS:	
INSURED Duque's Palms of Homestead, Inc. 23065 Delhi Avenue Port Charlotte FL 33952		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Company 13195 INSURER B: Progressive Express Insurance Co 10193 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 SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N NPP1536327	11/08/2019	11/08/2020	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPOUND AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		00270182-0	01/04/2019	01/04/2020	COMBINED SINGLE LIMIT (Per accident) \$ 50,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	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

2019 / 2020 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 561730 Landscaping Services (LAWN SERVICE)

BUSINESS ADDRESS VARIOUS LOCATIONS
CHARLOTTE COUNTY 00000

BUSINESS NAME DUQUE PALMS OF HOMESTEAD INC

OWNER EDEL DUQUE

MAILING ADDRESS 21435 PEACHLAND BLVD
PORT CHARLOTTE, FL 33954

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 09/20/2019 Receipt # 778-00004835 35.00

ACCOUNT 7333
EXPIRES SEPTEMBER 30, 2020
RENEWAL

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

2019 / 2020 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 561730 Landscaping Services (LAWN SERVICE)

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EXPIRES SEPTEMBER 30, 2020
RENEWAL

AMOUNT	35.00
PENALTY	0.00
TOTAL	35.00

Dear Business Owner:

Your 2019 - 2020 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local 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 Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2019 - 2020 Local Business Tax Receipt is valid from October 01, 2019 through September 30, 2020. Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 941-743-1350.

VICKIE L. POTTS

Charlotte County Tax Collector

**2019 / 2020 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Agenda Page 176

ACCOUNT 7333

EXPIRES SEPTEMBER 30, 2020

TYPE OF BUSINESS 561730 Landscaping Services (LAWN SERVICE)

RENEWAL

BUSINESS ADDRESS VARIOUS LOCATIONS
CHARLOTTE COUNTY 00000

BUSINESS NAME DUQUE PALMS OF HOMESTEAD INC

AMOUNT 35.00
PENALTY 0.00

OWNER EDEL DUQUE

TOTAL 35.00

MAILING ADDRESS 21435 PEACHLAND BLVD
PORT CHARLOTTE, FL 33954

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 09/20/2019 Receipt # 778-00004835 35.00

**2019 / 2020 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 7333

EXPIRES SEPTEMBER 30, 2020

TYPE OF BUSINESS 561730 Landscaping Services (LAWN SERVICE)

RENEWAL

BUSINESS ADDRESS VARIOUS LOCATIONS
CHARLOTTE COUNTY 00000

BUSINESS NAME DUQUE PALMS OF HOMESTEAD INC

AMOUNT 35.00
PENALTY 0.00

OWNER EDEL DUQUE

TOTAL 35.00

MAILING ADDRESS 21435 PEACHLAND BLVD
PORT CHARLOTTE, FL 33954

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VICKIE L. POTTS

Charlotte County Tax Collector

Licensed Professional Information: L LANDSCAPE COM AAA-18- 00015

Licensee Detail

License Type:

L LANDSCAPE COM

Type:

State License Number:

AAA-18-00015

Name:

EDEL DUQUE

License State:

FL

Title:

Licensing Board:

Address:

21435 PEACHLAND BLVD
PORT CHARLOTTE FL 33954

Business Name:

DUQUE PALMS OF HOMESTEAD INC

Phone 1:

[7862556657](tel:7862556657)

Business License Number:

7333

Phone 2:

Business Name:

DUQUE PALMS OF HOMESTEAD INC

Phone 1:

7862556657

Business License Number:

7333

Phone 2:

9418158065

Business License Expiration Date:

FAX:

9416240484

License Issue Date:

02/27/2018

E-mail:

DUQUESPALMS@YAHOO.COM

License Expiration Date:

09/30/2021

Business Name 2:

Insurance Company:

PROPOSAL FORM
HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS – Updated 6/24/20

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

PART 1**General Landscape Maintenance**

78,600
 \$ ~~78,600~~ Yr

- Storm Cleanup \$ 45 / man hr \$ 30 /hr (for equipment)
- Freeze Protection (description of ability) _____
- _____
- \$ _____ /application
- Cypress Mulch (All labor and materials) \$ 95 per cubic yard
- Palm Tree Trimming – Washingtonian Palms at \$ 35 Cabbage Palms at \$ 30
- 10' Buffer/Overhang \$ 1,800 per event

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2**Fertilization (All labor and materials)**

\$ Contract Yr

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

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

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

PALMS AND SHRUBS				
MONTH	FORMULA	APPLICATION RATE (LBS. /100 SF PALM CANOPY/SHRUB)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

PART 3

Pest Control (All labor and materials)
Yr

\$ Contract

(if entire pesticide allowance is
required) *

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

PART 4

Undeveloped Lot Maintenance
Yr

\$ 20,160.00

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

\$ 98,760.00 /YR

FIRST ANNUAL RENEWAL
/Yr

\$ 98,760.00

SECOND ANNUAL RENEWAL
/Yr

\$ 98,760.00

Contractor/Firm Name Duque Palms of Homestead INC.

Firm Address 23065 Delhi Ave. Port Charlotte

City/State/Zip Port Charlotte FL, 33952

Phone Number 941 815 8065 Fax Number 941 624 0484

Name and Title of Representative UP
(Please Print)

Representative's
Signature [Signature] Date _____

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

1. ✓ 2. ✓ 3. ✓ 4. ✓ 5. ✓

Dated this 21 day of July, 2020

Proposal Updates – Bidder acknowledges the receipt of RFP updates.

6/24/20 PD

Dated this 21 day of July, 2020

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated 03/08/16 Charter No. P16000022409

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. ~~03/08/16~~

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

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

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

7.1 If yes, provide the following:

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

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

(2017) _____, (2018) Marlin Run, (2019) Tuscany Isles.
\$54,000 per year \$68,640 per year

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

General Liability \$ 2,000,000.00
 Automobile Liability \$ 50,000
 Umbrella Coverage \$ _____
 Workers Compensation \$ _____
 Expiration Date 11/08/2020

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

The state(s) where barred or suspended _____
 State the period(s) of debarment or suspension _____

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

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

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years. _____

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

CORPORATE OFFICERS

Company Name Duque Palms at Homestead. Date 7/26/20.

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Edel Duque	P.T.D	Supervisor	2306 S Delhi Ave Port Charlotte FL 33952
Peter Duque	N.S.D	Project Manager	5507 Tevis Ter North Port FL 34288
Pedro Duque	V.D.	Project Supervisor	2143 S Peachland Blvd. Port Charlotte FL 33954
FOR PARENT COMPANY (if applicable)			

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

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
LANE RIO TOWN HOME
WANTED a cheaper price
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

<u>Peter Duque</u>	<u>Project Supervisor</u>
Name	Position

<u>Project Supervisor</u>	<u>15</u>	<u>15 years.</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>EDU Duque</u>	<u>Supervisor</u>
Name	Position

<u>Supervisor</u>	<u>20</u>	<u>20 years.</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Pedro Duque</u>	<u>Project MANAGER</u>
Name	Position

<u>Project MANAGER</u>	<u>30</u>	<u>30 years.</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Carlos Flores</u>	<u>Laborer</u>
Name	Position

<u>Laborer</u>	<u>20</u>	<u>8 years.</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

Kyle Carvis Crew leader
 Name Position
Crew leader 8 1 year
 Type of Work Yrs. Exp. Yrs. With Firm

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

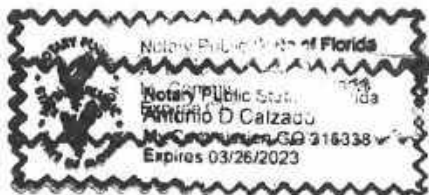
Peter Duque By: PD
 Name of Proposer [Type Name and Title of Person Signing]
Peter Duque, V.P.

This 21 day of July, 2020

(Corporate Seal)

Sworn to before me this 21st day of July, 2020

Antonio D. Calzado
 (Seal) Notary Public/Expiration Date



AFFIDAVIT FOR CORPORATION

State of Florida

ss: 592-94-0847

County of Charlotte.

Edel Dugue
(title) President of
the Dugue Palms of Homestead

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

E. D.
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 11st day of July, 2020

Alvin D. Calzado
Notary Public/Expiration Date:



(SEAL)

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement ("Contract"), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") with an address of c/o Inframark Infrastructure Management Services, 210 N. University Drive Suite 702, Coral Springs, Florida 33071, and Duque's Palms (hereinafter referred to as "Contractor") with an address of 23665 Delhi Ave Port Charlotte FL 33952

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per quarter to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next walk through or other designated time. If the deficient items have not been rectified to the District's satisfaction within the designated time, the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

8. In the event of a declared ncy or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The hourly rate for such services is \$ 45 /hour per man hour and \$ 35 /hour for equipment operators including equipment costs. Dump fees will be \$ 250 per truck for debris removal.
 - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of 98,760. per year as detailed in **Exhibit "B"**, payable in equal monthly installments of 8,230., for a term of three (3) years unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than July 21, 2020.

V. CONTRACTOR'S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.
4. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the District's landscaping. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions not caused by the Contractor's lack of diligence, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the sole and absolute discretion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. No changes to the compensation set forth in this Contract shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in

addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Scheduling:** In the event that time is lost due to inclement weather ("Rain Days"), the Contractor shall reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if necessary to make up Rain Days with prior notification to and approval by District Representatives.
8. **Protection of Property:** Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.

9. Deficiencies. If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor through a written communication. The Contractor shall then, within forty-eight (48) hours or the time specified, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within three (3) calendar days or the time period specified by the District. If the Contractor does not respond or take timely action, the District shall, without limiting the District's remedies in any way, have the right to impose liquidated damages of one hundred dollars (\$100.00) per day until the deficiency is adequately addressed; to withhold some or all of the Contractor's compensation under this Contract; or to contract with a third party to perform the necessary work with all charges for such services being deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's work is not intended to imply that the District shall underwrite, guarantee, or ensure that the Contract Work has been properly done by the Contractor, and it is the Contractor's responsibility to perform the Contract Work in accordance with the terms and conditions of the Contract.
10. Environmental Activities. Contractor shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills on or near the District property. Contractor shall be responsible for any environmental clean-up activities, replacement of any turf or plant material harmed from chemical burns, and correcting any other harm resulting from the Contract Work.

VII. INDEMNIFICATION

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

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the

Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its

representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance

with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, TEL. (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM.

12. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
13. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To Owner: Heritage Lake Park Community Development District
c/o Inframark Infrastructure Management Services
Attn: Justin Faircloth, District Manager
210 N. University Dr. Suite 702
Coral Springs, Florida 33071

With a copy to: Andrew H. Cohen, District Counsel
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240

To Contractor: Peter Duque
2306 S Delhi Ave.
Port Charlotte FL 33952

EXHIBIT "A"

SCOPE OF SERVICES

GRASS MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.
- ** Weekly cutting of grass during the growing season (May thru October).
- ** Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- ** Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- ** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- ** Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- ** Weekly Property inspection will be performed.
- ** All leaves, clippings, and trash will be blown or picked up on each visit.
- ** Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

ORNAMENTALS & PALMS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- ** Oak tree branches will be kept to around 7-8 feet above ground.
- ** Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- ** Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

FERTILIZER

- ** Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- ** Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

PEST CONTROL

- ** Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year to control insects in turf. The treatments will be provided in order to keep the turf and ornamentals healthy and free of harmful insects and disease.

WEED CONTROL

- ** Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand

****Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.**

UNDEVELOPED LOT MAINTENANCE

****Mowing of the undeveloped lots along Royal Tern Circle once every three weeks. This work is to be priced separately and continued only while the lots are owned by the District. There are forty-eight (48) parcels presently that the District has foreclosed upon.**

**** Vendor will be responsible for any damages caused at no charge to the District.**

EXHIBIT "C"
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE MAP

Exhi



EXHIBIT “B”

CONTRACTOR’S PROPOSAL FORM

HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT



Pinnacle Lawn & Landscape Service, Inc.

Heritage Lake Park CDD

Deep Creek, Fl.

STATEMENT OF WORK

Both Parties agree that the work performed under this agreement will be performed on a routine schedule that is sensitive to the general function and condition of the property. Work shall be performed Monday through Friday weather permitting. All work shall be professionally performed in accordance with generally accepted horticultural principles.

TURF MAINTENANCE

** Turf will be mowed approximately 40 times per year.

** Weekly cutting of your grass during the growing season as (May thru October).

** Bi-Weekly during the dormant season (November thru April).

** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)

All soft surfaces will be done every other mowing visit.

** Blowing off of entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris.

** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month at the expense of the owner).

** Nylon Trimmer Line edging around trees and landscape beds at all visits.

** Each time service is done at the property an inspection will be done by a supervisor from Pinnacle Lawn Landscape Service.

Areas of standing water shall not be mowed to prevent damage to the soil structure. Floratam grass will be cut no lower than 4 inches. Summer may require a higher setting.

ORNAMENTALS, PALMS & TREES

** All oak trees will be pruned up to 8ft. in overall height to remove damaged, dead, and low hanging branches 1-2 times a year as needed.

** Palm trees under 12' (Overall Height) will be trimmed to remove dead fronds and seed pods for a healthy and aesthetically pleasing appearance during each trimming visit.

** Shrubs, hedges, and ornamental plants will be pruned as needed to maintain both a beautiful and healthy appearance. Each shrub will be trimmed as need determined by the landscaper to maintain the health and longevity of the plant. Not every shrub will need to be trimmed during every scheduled pruning, it will depend on the organism and its seasonal growth rate. Approximately 8 trimmings per year.

FERTILIZER

** Fertilizer shall be applied to all turf areas (4) times per year. The formulation will be changed according to your seasonal requirements. All fertilizers are to be performed according to county ordinances and regulations. A zero nitrogen based fertilizer is to be applied the months of the nitrogen blackout dates of June through September.

** Palms and shrubs will be fertilized (4) times per years with a balanced fertilizer containing micronutrients.

** The contractor will be responsible for the appropriate fertilizer rate applied. All fertilizer blends will be at 50% slow release or greater and will include a complete minor nutrient package to optimize growth and flowering of the turf or plant for the season when applied.

PEST CONTROL MANAGEMENT

** Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year. Grub treatment will be included but can only be controlled with products allowed on the current market.

**Any other treatments will be done on an as needed basis determined by the contractor after a turf inspection at the contractor's expense. The treatments will be provided in order to keep the turf and ornamentals healthy and mostly free of harmful insects including ants. There are no guarantees that the products that are currently available to our industry will to keep the turf free of all insects. We will do the best that we can with the products that are available to us on the market at the time. With regards to the sugar cane grub, it is a very difficult insect to control in the turf and we will use the best product that is available at the time on the market.

WEED CONTROL

** Shrub and ornamental plant beds will be treated with herbicides to keep them mostly weed free.

Additionally, a preventative weed treatment will be applied to all shrub beds on a continual basis in order to maintain a clean appearance. All CDD sidewalks, curbs will be treated for weeds on a monthly basis.

If there is rain in the forecast or near area, or the ground is saturated with water the crew will be instructed to not use any liquid herbicides at that time.

**Weeds in turf will be treated (2) times per year for broadleaf weeds in the cooler months when temperatures during the day do not exceed 80 degrees. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass Carpet grass, Torpedo grass and Crab Grass and some sedges are almost impossible to control as they are highly invasive in a sub-tropical environment such as southwest Florida and no available herbicides currently available that selectively will target them without damaging the current turf. If something becomes available we will be more than happy to use that product as long as it fits the legal industry standards.

IRRIGATION

**** Monthly checks during the dry season will be performed where irrigation system is observed, and adjustments are made. Minor problems will be fixed immediately by the individuals performing the irrigation inspection. Any major problems that we encounter will be listed on a repair order. Irrigation schedules and programs will be adjusted seasonally to insure the proper growth of the grass & plants.**

**** Any service call that is the result of tampering or vandalism will be at an additional cost. This includes valves that have been disconnected or controllers that have been altered, reprogrammed or unplugged by contractors or others.**

**** The contractor will be allowed a \$400 one-time monthly limit to make any repairs necessary to keep from having to have the system down for any lengthy amount of time.**

Any other repairs that exceed that will be sent in an estimate for approved. \$55 per man hr rate plus any materials.

CONDITIONS OF AGREEMENT

This agreement shall be construed under and in accordance with the laws of the state of Florida.

Any legal proceeding arising from this agreement shall be brought only a court of competent jurisdiction in Sarasota county, Florida.

This agreement is to state the terms and conditions under which Pinnacle Landscape Inc. will provide Landscape Maintenance for the homeowner and/or association as detailed herein. Also, note that the above stated quantities of visits are based on approximations and are subject to change at the discretions of the landscape contractor due to seasonal weather patterns and the health of the organisms. Also, the application of any pesticide, herbicide, or fungicide treatments may be performed by a licensed outside vendor associated with Pinnacle.

MONTHLY INVOICES

Statements will be submitted by Pinnacle Lawn and Landscape Service to Owner by the 15th day of each month. Payment is due and payable in full within 15 days thereafter. A late fee of 1 ½% will be added to the balances after 15 days and continue to accrue and additional fee of 1 1/2% every thirty (30) days.

In connection with any litigation, including appellate procedures, arising out of this agreement, the prevailing party shall be entitled to recover it's reasonable attorneys fees and costs."

Pinnacle Landscape Inc. reserves the right to discontinue services immediately and without notice due to late or unpaid bills.

Pinnacle Landscape Inc. reserves the right to determine the exact day and time that work will be performed.

If contractor falls below acceptable performance of any of the items or any of the schedules listed in this contract, owner shall notify the contractor in writing by email, verification of receipt of each specified deficiency with pictures of the deficiencies, then contractor shall have Ten (10) business days in which to remedy specified deficiencies. If stated deficiencies are not remedied in Ten (10) business days, owner shall have the right to give contractor thirty (30) days written notice of cancellation, delivered certified mail, return receipt.

WEATHER CAN DELAY SERVICE AT ANY TIME, AND PINNACLE LAWN LANDSCAPE SERVICE WILL NOT BE HELD LIABLE FOR ANY DELAYS IN SERVICES DUE TO WEATHER! PINNACLE WILL BE ALLOWED TWO DAYS TO MAKE UP ANY WORK FOR EACH DAY DOCUMENTED DELAYED FROM RAIN.

Pinnacle will provide one point of contact supervisor and a foreman when on the property performing services. Heritage Lake Park CDD will provide one point of contact as a representative for their landscaping decisions who Pinnacle will follow their instructions that are given via email or through the management company. All items outside of the scope of the contract initiated by Heritage Lake Park will need to be requested via email including Toby@pinnaclelandscapefl.com and the property manager. ALL additional requests or weekly items to be addressed should be noticed to vendor one week in advance for preparation of such requests via email through the management company or the landscape committee.

Pinnacle Landscape Inc. will perform these services as an independent contractor and in a reasonable manner. It will provide labor and equipment to perform the work as outlined in the Statement of Work. All work will be performed in a professional manner. We may employ sub-contractors. If sub-contractors are used then Pinnacle will be totally responsible for assuring and retaining proper license, liability insurance and workers comp insurance for each sub-contractor.

Pinnacle Landscape Inc. will NOT be responsible for damages due to the improper installation of Irrigation pipes, wire, cable etc. which are not installed deeper than 6" below ground level near edging surfaces in beds and along cement edges.

Pinnacle Landscape Inc. will NOT be responsible for personal items left on the lawn.

Pinnacle Landscape Inc. does NOT act as an agent of the Property Manager or Owner.

Pinnacle Landscape Inc. will replace or pay for any damages or injuries due to neglect or mowing service activity directly related to Pinnacle Landscape Inc. example improper herbicide treatment.

Pinnacle Landscape Inc. is NOT responsible for damage or delays caused by acts of God, Vandalism, Sabotage or Events and Operations which are not under our control.

STORM DAMAGES & DEBRIS from acts of God (drought, hurricanes, heavy winds, tornadoes, freezes and other acts of nature are not the responsibility of Pinnacle Landscape Inc.

Pinnacle Lawn and Landscape Inc. will at Owner's request provide a written estimate of cost to clean-up such damage. If Owner does not wish to pay the extra charges they may make other arrangements. BUT, this debris (palm fronds & excessive litter) must be removed BEFORE the next service visit.

If any part of this agreement is for any reason to be held inoperative or void, the holding will not affect the remaining provisions here in, and it shall be construed to have been the intent of the parties to agree

without such invalid provision, and the remainder of this agreement shall be valid and binding in all respects." at the end of the section.

Any additional treatments or work not listed in this contract will be considered extra work and will be billed accordingly.

**P.O. Box 511083
Punta Gorda, FL 33951
Phone: (941) 769-1268
Charlotte County Occ. License
Lee County Occ. License
North Port Occ. License
General Liability Insurance
Workers Compensation Insurance**

Monthly price for landscape maintenance \$5,300
 Monthly price for irrigation maintenance \$ \$600
 Labor price \$55 per man hr

Storm clean up price \$65 per man hr
 Equipment \$85 per hr
 Dump fee \$21 per yard

** This AGREEMENT shall commence on (11-1-2020) and remain in effect for three years and at the beginning of each year the contract will go up by a three percent increase.
 ** Prices, specifications and conditions are satisfactory and are hereby accepted.
 ** You are authorized to do work as specified in this agreement.
 ** Payment will be made as outlined above.
 ** Either party may terminate this agreement with a 30-day written notice following listed provisions listed in contract.
 ** This proposal is valid for a period of 90 days after presentation.
 ** Additions and changes to the property's landscape design after this agreement is in place may affect the MONTHLY CHARGE to the association.

For Pinnacle Lawn and Landscape Service, Inc. (contractor)

Name: Toby St. Pierre

Date: 7-14-2020

Signature:

Title: President

***For Heritage Lake Park CDD
 Homeowner's Association/ Management***

Name:

Date:

Signature:

Authorized Property Agent

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES FOR:
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT
Charlotte County, Florida

Notice is hereby given that the **Heritage Lake Park Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape maintenance services for certain lands within the District.

The Request for Proposals for Landscape Maintenance Services (“RFP”) will be available beginning Tuesday, June 23, 2020, at 5:30 P.M., from the District’s website (www.hlp-cdd.com) or by contacting the District Manager, Justin Faircloth via e-mail at Justin.Faircloth@inframark.com.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must meet the following qualifications: (i) fully licensed and insured, (ii) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (iii) Proposer will be encouraged to have made a site visit prior to submitting the proposal, and (iv) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

Firms desiring to provide services for this project must submit one (1) digital original (in the form of a flash drive or CD) of the required proposal no later than 5:00 p.m., Tuesday, July 21, 2020, at the offices of the District Manager, Inframark Infrastructure Management Services, 210 N. University Dr. Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals must be shipped or mailed. Additionally, five (5) hard copies should be submitted to the Office Manager, Heritage Lake Park CDD Clubhouse, 25635 Heritage Lake Blvd., Punta Gorda, FL 33983, Attention: Linda Ross. The hard copies shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. The hard copies must be shipped or mailed. No facsimile, electronic or other type of submittals will be accepted. Proposals will be publicly opened at the time and date stipulated above or as soon thereafter as possible; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Rankings will be made on the basis of qualifications according to the Evaluation Criteria contained within the RFP. The District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with the subject award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion whether or not reasonable it is in the District’s best interest to do so. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Justin Faircloth at Justin.Faircloth@inframark.com. Questions received after 4:00 p.m., July 10, 2020, will not be answered. Answers to all questions will be provided to all proposers via e-mail by 5:00 p.m., July 14, 2020. The District will review proposals at its August 3, 2020 meeting at 10:00 A.M. to be held at the Heritage Lake Park Clubhouse. Prospective bidders should plan to attend this meeting to answer any questions the Board may have regarding the proposals.

Heritage Lake Park Community Development District
Justin Faircloth, District Manager, Run Date: June 23, 2020

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Services Charlotte County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than 5:00 p.m., Tuesday, July 21, 2020, at the offices of the District Manager, Inframark Infrastructure Management Services, 210 N. University Dr. Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the RFP, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the RFP are to be directed in writing, via e-mail only, to Justin Faircloth at Justin.Faircloth@inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the RFP. Questions received after 4:00 p.m., July 10, 2020, will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m., July 14, 2020. Only questions answered by formal written

Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) digital original in the form of a flash drive or CD and five (5) hard copies of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. The sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Heritage Lake Park Community Development District – Irrigation Maintenance Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the RFP and that the proposal is made in accordance therewith. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance services. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the RFP.

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, whether or not reasonable, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 12. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the RFP. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified

of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 14. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the RFP:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein including the size of crew(s) and how many days a week workers will be on property.
- B. Completed price proposal (form attached).
- C. List position or title, corporate responsibilities and years experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number or e-mail address of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided, or is currently providing landscape maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of Proposer's insurance certificate indicating the types of coverage and limits for general, property, umbrella, and automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the RFP.

SECTION 15. PROTESTS. Any protest regarding proposal rejection, or a proposal award, or the RFP, including specifications or other requirements contained in the RFP, must be filed in writing, within seventy-two (72) hours after the receipt of the notice of the District's decision and must be filed at the offices of the District Manager, Inframark Infrastructure Management Services, 210 N. University Dr. Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 16. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the RFP. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite specific Proposers for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the District Manager for questions relating to this project. Anyone attempting to lobby District representatives will be disqualified.

SECTION 17. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 18. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 19. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the RFP is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their proposal. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 20. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

SECTION 21. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 22. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Andres Quijano</u>	<u>13</u>	<u>Regional Manager</u>	<u>Operational/Financial</u>
2. <u>Loren Garner</u>	<u>32</u>	<u>Business Development</u>	<u>Sales/Account Management</u>
3. <u>Richard Wilbert</u>	<u>30</u>	<u>Branch Manager</u>	<u>Operational Excellence</u>
4. <u>Jay Arthurs</u>	<u>15</u>	<u>Agronomy Manager</u>	<u>Agronomic Production</u>
5. <u>Victor Illasca</u>		<u>Regional Safety Manager</u>	<u>Safety programs/compliance</u>

Proposed Staffing Levels

Landscape Maintenance staff will include; 7 laborers, 1 Supervisors, and 1 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Chris Buckle</u>	<u>10</u>	<u>IPM Tech/CPCO,FCHP</u>	<u>perform and manage fert/pest apps</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

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

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

1. Project Name/Location: Gateway CDD, Fort Myers
 Contact: Glen Schorger Contact Phone: 239-770-0555
 Project Type/Description: Large CDD
 Dollar Amount of Contract: \$800k+
 Your Company's Detailed Scope of Services for Project: _____
Landscape Maintenance, Irrigation Management, Sports Field Maintenance,
Agronomic Services, Tree Trimming, Palm Trimming, Annual Flower installation
and maintenance, Porter Services

 Duration of Contract: START DATE: Jan 2009 END DATE: Present

2. Project Name/Location: Stoneybrook CDD, Fort Myers
 Contact: Glen Schorger Contact Phone: 239-770-0555
 Project Type/Description: Small CDD
 Dollar Amount of Contract: \$100k+
 Your Company's Detailed Scope of Services for Project: _____
Landscape Maintenance, Irrigation Management, Sports Field Maintenance,
Agronomic Services, Tree Trimming, Palm Trimming, Annual Flower installation
and maintenance, Porter Services

 Duration of Contract: START DATE: Jan 2009 END DATE: March 2020

3. Project Name/Location: Riverwood CDD
 Contact: Frank Anastasi Contact Phone: 941-764-6663
 Project Type/Description: Small CDD
 Dollar Amount of Contract: \$50k

Experience cont.

Your Company's Detailed Scope of Services for Project: _____
 Landscape Maintenance, Irrigation Management, Sports Field Maintenance,
 Agronomic Services, Tree Trimming, Palm Trimming, Annual Flower installation
 and maintenance, Porter Services

Duration of Contract: START DATE: May 2016 END DATE: Dec 2019

4. Project Name/Location: Bobcat Trail
 Contact: Marge Lawson Contact Phone: 941-423-9872
 Project Type/Description: HOA
 Dollar Amount of Contract: \$250k+
 Your Company's Detailed Scope of Services for Project: _____
 Landscape Maintenance, Irrigation Management, Sports Field Maintenance,
 Agronomic Services, Tree Trimming, Palm Trimming, Annual Flower installation
 and maintenance, Porter Services
- Duration of Contract: START DATE: Jan 2009 END DATE: Present

5. Project Name/Location: South Port Square
 Contact: Randy Barnett Contact Phone: 941-456-8478
 Project Type/Description: Senior Living
 Dollar Amount of Contract: \$200k+
 Your Company's Detailed Scope of Services for Project: _____
 Landscape Maintenance, Irrigation Management, Sports Field Maintenance,
 Agronomic Services, Tree Trimming, Palm Trimming, Annual Flower installation
 and maintenance, Porter Services
- Duration of Contract: START DATE: April 2010 END DATE: Present

Experience cont.

An additional five (5) points will be awarded to all Proposers with previous landscape maintenance experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance experience with other Community Development Districts within the past three (3) years? YES ☒ NO ☐

If yes, please fill in information below:

Project Name/Location: Gateway CDD, Fort Myers

Contact: Glen Schorger Phone: 239-770-0555 \$ amt.: 800k+

Your company's Scope of Services for Project: Landscape Maintenance, Irrigation Management Sports Field Maintenance, Agronomic Services, Tree Trimming, Palm Trimming, Annual Flower installation and Maintenance, Porter Services

Duration of Contract: START DATE: 2009 END DATE: Present

(5 Points Possible) (Points Awarded – This is either “0” or “5”)

3. Understanding Scope of RFP (15 Points Possible) (Points Awarded)

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

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

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in the RFP. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District. See Attached "Confidential"

5. Price (25 Points Possible) (Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C"

then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

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

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities and costs (including, but not limited to fertilizer quantities, General Landscape Maintenance costs, etc.) provided in Parts 1,2, 3, and 4.

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

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

- | | | |
|----|---|--|
| 1. | Proposer: <u>Mainscape, Inc</u>
<div style="text-align: right;">[Company Name]</div> | <input type="checkbox"/> A Partnership
<input checked="" type="checkbox"/> A Corporation
<input type="checkbox"/> A Subsidiary Corporation |
| 2. | Parent Company Name: <u>NA</u> | |
| 3. | Parent Company Address: | |
| | Street Address _____ | |
| | P.O. Box (if any) _____ | |
| | City _____ State _____ Zip Code _____ | |
| | Telephone _____ Fax no. _____ | |
| | 1st Contact Name _____ Title _____ | |
| | 2nd Contact Name _____ Title _____ | |
| 4. | Proposer Company Address (if different): | |
| | Street Address <u>13418 Britton Park Road</u> | |
| | P. O. Box (if any) _____ | |
| | City <u>Fishers</u> State <u>IN</u> Zip Code <u>46038</u> | |
| | Telephone <u>800-481-0096</u> Fax no. <u>317-577-3161</u> | |
| | 1st Contact Name <u>Loren Garner</u> Title <u>Account Exec</u> | |
| | 2nd Contact Name <u>Andres Quijano</u> Title <u>Regional Mgr</u> | |
| 5. | List the location of the office from which the proposer would provide services to Heritage Lake Park CDD. | |
| | Street Address <u>4954 Chamberlain Blvd Unit 107c</u> | |
| | City <u>North Port</u> State <u>FL</u> Zip Code <u>34282</u> | |
| | Telephone <u>800-481-0096</u> Fax No. <u>317-577-3161</u> | |
| | 1st Contract Name <u>Richard Wilbert</u> Title <u>Branch Mgr</u> | |

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated 12/1/2005 Charter No. F05000007055

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(2017) \$75,148,601, (2018) \$72,887,681, (2019) \$74,111,000.

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

General Liability	\$ 1,000,000
Automobile Liability	\$ 1,000,000
Umbrella Coverage	\$ 10,000,000
Workers Compensation	\$ 1,000,000
Expiration Date	10/1/2020

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

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

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years. 10/14/19 Case # 2019CA466 8/26/2019 Case #2019CA08854 6/14/2019 Case #2019CA2367 _____

6/19/18 Case #49D051806CT24225 11/1/15 Case #49D31511C1038339 10/6/15 Case #49D02-1510CT033429 _____

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

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: South Port Square Randy Barnett 941-456-8478 \$200k+ 10yrs
Bobcat Trail Marge Lawson 941-423-9872 \$250K+ 11yrs
The Ridge at Wiregrass Marisa Lufkin 813-477-9747 \$600k+ 5yrs
Vanderbilt CC Joey Cope 239-384-5070 \$700k+ 11yrs
Palmira Ken Bloom 239-580-8844 \$600k+ 10yrs
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
Riverstrand- contact changed unknown: MS exited 3yr contract after 1 yr, client requiring areas not in contract w/o pay
Veronawalk- contact changed unknown completed 3 yr contract and lost to lower bidder by \$800k less
Riverstone 239-331-7535 finished 3 yr contract No bid due to board and management instability
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. **See Attached "Confidential"**
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Whitney Corriveau		Full Service Manager
Name	Position	
mow, prune, weed	10	10
Type of Work	Yrs. Exp.	Yrs. With Firm
Charles Nelson		OFM
Name	Position	
mow, prune, weed	4	4
Type of Work	Yrs. Exp.	Yrs. With Firm
Chris Buckle		IPM Tech
Name	Position	
Fert and pest control	10	6
Type of Work	Yrs. Exp.	Yrs. With Firm
Name		Position
Type of Work	Yrs. Exp.	Yrs. With Firm

Name	Position
Type of Work	Yrs. Exp. Yrs. With Firm

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

Mainscape, Inc
Name of Proposer

By: Loren L. Garner
Loren L. Garner
[Type Name and Title of Person Signing]

This 17th day of July, 2020

(Corporate Seal)

Sworn to before me this 17th day of July, 2020.

Colleen A Volk 3/17/24
(Seal) Notary Public/Expiration Date



CORPORATE OFFICERSCompany Name Mainscape, IncDate 7/17/2020

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Mark Forsythe	CEO	Overall Management	Fishers
Bruce Torrance	CFO	Financial Management	Fishers
Jeff Snyder	VP	Florida Management	Naples, FL 34120
FOR PARENT COMPANY (if applicable)			
NA			

Type text here

SPECIFICATIONS

GRASS MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.
- ** Weekly cutting of grass during the growing season (May thru October).
- ** Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- ** Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- ** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- ** Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- ** Weekly Property inspection will be performed.
- ** All leaves, clippings, and trash will be blown or picked up on each visit.
- ** Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

ORNAMENTALS & PALMS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- ** Oak tree branches will be kept to around 7-8 feet above ground.
- ** Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- ** Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

FERTILIZER

- ** Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- ** Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

PEST CONTROL

- ** Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year to control insects in turf. The treatments will be provided in order to keep the turf and ornamentals healthy and free of harmful insects and disease.

WEED CONTROL

- ** Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand

**Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.\

UNDEVELOPED LOT MAINTENANCE

**Mowing of the undeveloped lots along Royal Tern Circle once every three weeks. This work is to be priced separately and continued only while the lots are owned by the District. There are forty-eight (48) parcels presently that the District has foreclosed upon.

** Vendor will be responsible for any damages caused at no charge to the District.

**PROPOSAL FORM
HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

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

PART 1

**SEE ATTACHED PROPOSAL UPDATES FOR PRICING AT END OF PACKET
PAGE 43**

General Landscape Maintenance

\$ _____ Yr

- Storm Cleanup \$_____/ man hr \$_____/hr (for equipment)
 - Freeze Protection (description of ability) _____
 - _____
 - _____
- \$_____/application**

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

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

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

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

PALMS AND SHRUBS				
MONTH	FORMULA	APPLICATION RATE (LBS. /100 SF PALM CANOPY/SHRUB)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(if entire pesticide allowance is required) *

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

PART 4

Undeveloped Lot Maintenance \$ _____ Yr

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

\$ _____ /YR

FIRST ANNUAL RENEWAL \$ _____ /Yr

SECOND ANNUAL RENEWAL \$ _____ /Yr

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's

Signature _____ Date _____

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

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

Dated this _____ day of _____, 2020

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

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

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

NA

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

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

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of Indiana
County of Hamilton

ss:

Mark Forsythe

(title) CEO/President of
the Mainscape, Inc

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

Mark W Forsythe

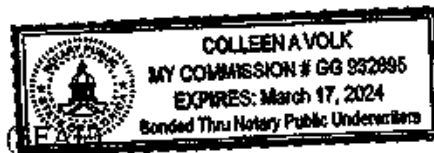
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 17th day of July, 2020

Colleen A Volk

Notary Public/Expiration Date:



LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement (“Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Infrastructure Management Services, 210 N. University Drive Suite 702, Coral Springs, Florida 33071, and Mainscape, Inc (hereinafter referred to as “Contractor”) with an address of 4954 Chamberlain Blvd Unit 107c.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per quarter to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next walk through or other designated time. If the deficient items have not been rectified to the District's satisfaction within the designated time, the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The hourly rate for such services is \$ 55 /hour per man hour and \$ 95 /hour for equipment operators including equipment costs. Dump fees will be \$ 495 per truck for debris removal.
 - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of _____ per year as detailed in **Exhibit "B"**, payable in equal monthly installments of _____, for a term of three (3) years unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than _____, 2020.

V. CONTRACTOR'S REPRESENTATIONS

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

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

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.
4. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the District's landscaping. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions not caused by the Contractor's lack of diligence, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the sole and absolute discretion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. No changes to the compensation set forth in this Contract shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in

addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Scheduling:** In the event that time is lost due to inclement weather ("Rain Days"), the Contractor shall reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if necessary to make up Rain Days with prior notification to and approval by District Representatives.
8. **Protection of Property:** Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.

9. Deficiencies. If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor through a written communication. The Contractor shall then, within forty-eight (48) hours or the time specified, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within three (3) calendar days or the time period specified by the District. If the Contractor does not respond or take timely action, the District shall, without limiting the District's remedies in any way, have the right to impose liquidated damages of one hundred dollars (\$100.00) per day until the deficiency is adequately addressed; to withhold some or all of the Contractor's compensation under this Contract; or to contract with a third party to perform the necessary work with all charges for such services being deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's work is not intended to imply that the District shall underwrite, guarantee, or ensure that the Contract Work has been properly done by the Contractor, and it is the Contractor's responsibility to perform the Contract Work in accordance with the terms and conditions of the Contract.
10. Environmental Activities. Contractor shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills on or near the District property. Contractor shall be responsible for any environmental clean-up activities, replacement of any turf or plant material harmed from chemical burns, and correcting any other harm resulting from the Contract Work.

VII. INDEMNIFICATION

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

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the

Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its

convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, District will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to District within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

X. ATTORNEY'S FEES

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

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions,

representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance

with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, TEL. (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM.

12. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
13. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To Owner: Heritage Lake Park Community Development District
c/o Inframark Infrastructure Management Services
Attn: Justin Faircloth, District Manager
210 N. University Dr. Suite 702
Coral Springs, Florida 33071

With a copy to: Andrew H. Cohen, District Counsel
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240

To Contractor: Mainscape, Inc
Attn: Mark Forsythe
13418 Britton Park Road
Fishers IN 46038

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

ATTEST:

**Heritage Lake Park
Community Development District**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

ATTEST:

_____,
a _____

By:_____

Title:_____

EXHIBIT "A"

SCOPE OF SERVICES

GRASS MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.
- ** Weekly cutting of grass during the growing season (May thru October).
- ** Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- ** Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- ** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- ** Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- ** Weekly Property inspection will be performed.
- ** All leaves, clippings, and trash will be blown or picked up on each visit.
- ** Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

ORNAMENTALS & PALMS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- ** Oak tree branches will be kept to around 7-8 feet above ground.
- ** Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- ** Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

FERTILIZER

- ** Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- ** Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

PEST CONTROL

- ** Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year to control insects in turf. The treatments will be provided in order to keep the turf and ornamentals healthy and free of harmful insects and disease.

WEED CONTROL

- ** Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand

**Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.

UNDEVELOPED LOT MAINTENANCE

**Mowing of the undeveloped lots along Royal Tern Circle once every three weeks. This work is to be priced separately and continued only while the lots are owned by the District. There are forty-eight (48) parcels presently that the District has foreclosed upon.

** Vendor will be responsible for any damages caused at no charge to the District.

EXHIBIT “B”

CONTRACTOR’S PROPOSAL FORM

HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT

PROPOSAL FORM
HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE SERVICES
REQUEST FOR PROPOSALS – Updated 6/24/20

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

PART 1

General Landscape Maintenance

\$ 46,952.80 Yr

- Storm Cleanup \$ 55.00 / man hr \$ 100.00 /hr (for equipment)
- Freeze Protection (description of ability) Able to provide labor within 12 hours of freeze notice. Price does not include material. Annuals will be tented and staked with staples, removed by 9am the following morning to avoid overheating of plants. Materials can be purchased from Mainscape and saved by client for future use.

\$ 300.00 /application

- **Cypress Mulch (All labor and materials)** \$ 47.00 per cubic yard
- **Palm Tree Trimming – Washingtonian Palms at \$ 25.00** Cabbage Palms at \$ 21.00
- **10' Buffer/Overhang** \$ 4500.00 per event

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ 9,376.87 Yr

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

TURF				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	28-0-14	1.0 lbs	1162.5	\$1,401.32
May	28-0-14	1.0 lbs	1162.5	\$3,284.59
Oct	28-0-14	1.0 lbs	1162.5	\$1,593.67
Dec	28-0-14	1.0 lbs	1162.5	\$1,397.17

ORNAMENTALS (included with Palms and Shrubs)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS AND SHRUBS				
MONTH	FORMULA	APPLICATION RATE (LBS. /100 SF PALM CANOPY/SHRUB)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Palms8-0-12 / shrubs 13-0-13	Palms 1.5 / shrubs 1.0	Palms 130lbs/shrubs 268lbs	\$425.03
May	Palms8-0-12 / shrubs 13-0-13	Palms 1.5 / shrubs 1.0	Palms 130lbs/shrubs 268lbs	\$425.03
Oct	Palms8-0-12 / shrubs 13-0-13	Palms 1.5 / shrubs 1.0	Palms 130lbs/shrubs 268lbs	\$425.03
Dec	Palms8-0-12 / shrubs 13-0-13	Palms 1.5 / shrubs 1.0	Palms 130lbs/shrubs 268lbs	\$425.03

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

SPECIALTY PLANT MATERIALS NA				
MONTH	FORMULA	PLANTS TO BE FERTILIZED	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

PART 3

Pest Control (All labor and materials)

\$ 2,281.10

Yr

(if entire pesticide allowance is required) *

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

PART 4

**Undeveloped Lot Maintenance
Yr**

\$ 4,500.00

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

\$ 63,110.77 /YR

**FIRST ANNUAL RENEWAL
/Yr**

\$ 65,004.09

**SECOND ANNUAL RENEWAL
/Yr**

\$ 66,954.22

Contractor/Firm Name Mainscape, Inc

Firm Address 13418 Britton Park Road

City/State/Zip Fishers IN 46038

Phone Number 800-481-0096

Fax Number 317-577-3161

Name and Title of Representative Loren L Garner

(Please Print)

Representative's

Signature

Loren Garner

Date 7/16/2020

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

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

Dated this _____ day of _____, 2020

Proposal Updates – Bidder acknowledges the receipt of RFP updates.

6/24/20_____

Dated this 16th day of July, 2020

EXHIBIT "A"

SCOPE OF SERVICES

GRASS MAINTENANCE

- ** Turf will be mowed approximately 42 times per year.
- ** Weekly cutting of grass during the growing season (May thru October).
- ** Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- ** Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- ** Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- ** Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- ** Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- ** Weekly Property inspection will be performed.
- ** All leaves, clippings, and trash will be blown or picked up on each visit.
- ** Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

ORNAMENTALS & PALMS

- ** Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- ** Oak tree branches will be kept to around 7-8 feet above ground.
- ** Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- ** Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

10' WALL BUFFER/OVERHANG

- ** **Vegetation surrounding the District's boundaries will be trimmed twice per year. Vegetation will be cut back to prevent vegetation from rubbing on the District's walls and/or fences.**

ANNUAL MULCH APPLICATION

- ** **Cypress mulch will be installed in areas determined by the District.**

FERTILIZER

- ** Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- ** Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

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******Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand

******Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.

UNDEVELOPED LOT MAINTENANCE

******Mowing of the undeveloped lots along Royal Tern Circle once every three weeks. This work is to be priced separately and continued only while the lots are owned by the District. There are forty-eight (48) parcels presently that the District has foreclosed upon.

****** Vendor will be responsible for any damages caused at no charge to the District.



E: 43987

LANDSCAPE MAINTENANCE SERVICES

GARNER, LOREN L.

2020-2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Comments:

CUSTOMER

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

	Price	Qty	Subtotal	Tax	Total
LAWN CUTTING AND EDGING					
MOWING -- WEEKLY	769.67	30.00	23,090.10	0.00	23,090.10
MOWING -- BI-WEEKLY	769.67	12.00	9,236.04	0.00	9,236.04
LAWN TREATMENT PROGRAM					
CUSTOMIZED LAWN TREATMENT- EARLY SPRING	1,401.32	1.00	1,401.32	0.00	1,401.32
CUSTOMIZED LAWN TREATMENT- LATE SPRING	3,284.59	1.00	3,284.59	0.00	3,284.59
CUSTOMIZED LAWN TREATMENT- FALL	1,593.67	1.00	1,593.67	0.00	1,593.67
CUSTOMIZED LAWN TREATMENT- WINTER	1,397.17	1.00	1,397.17	0.00	1,397.17
SMALL TREE/SHRUB CARE					
CUSTOMIZED ORNAMENTALS & NON-NATIVE PALM FERTILIZER	425.03	4.00	1,700.12	0.00	1,700.12
PRE-EMERGENT BED WEED CONTROL	388.90	2.00	777.80	0.00	777.80
CUSTOMIZED T/S PEST CONTROL	250.55	6.00	1,503.30	0.00	1,503.30
BED CARE					
PREMIUM WEED CONTROL	334.93	12.00	4,019.16	0.00	4,019.16
PRUNING	1,060.75	10.00	10,607.50	0.00	10,607.50

Please refer to last page for service specifications.

Total Sales	58,610.77
Tax Amount	0.00
Contract Amount	\$ 58,610.77



E: 43987

LANDSCAPE MAINTENANCE SERVICES

GARNER, LOREN L.

2020-2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Comments:

CUSTOMER

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net 30 Days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid 12 months from 1/1/2021 5:00:00 AM unless otherwise specified. And will thereafter renew annually unless a written notification is sent by either party to the other 30-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Mainscape or Purchaser may cancel this agreement at any time by giving a 60 day notice, or Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

Purchaser's
Signature _____ Title _____ Date _____

Printed
Name _____ As Agent
For: _____

Contractor's
Signature _____ Title _____ Date _____

Printed
Name _____ Company _____

Note: Proposal may be withdrawn
if not accepted within 45 days of _____ Signed _____

Please check the following information and make any necessary corrections. Thank You!

Service Location

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Billing Address

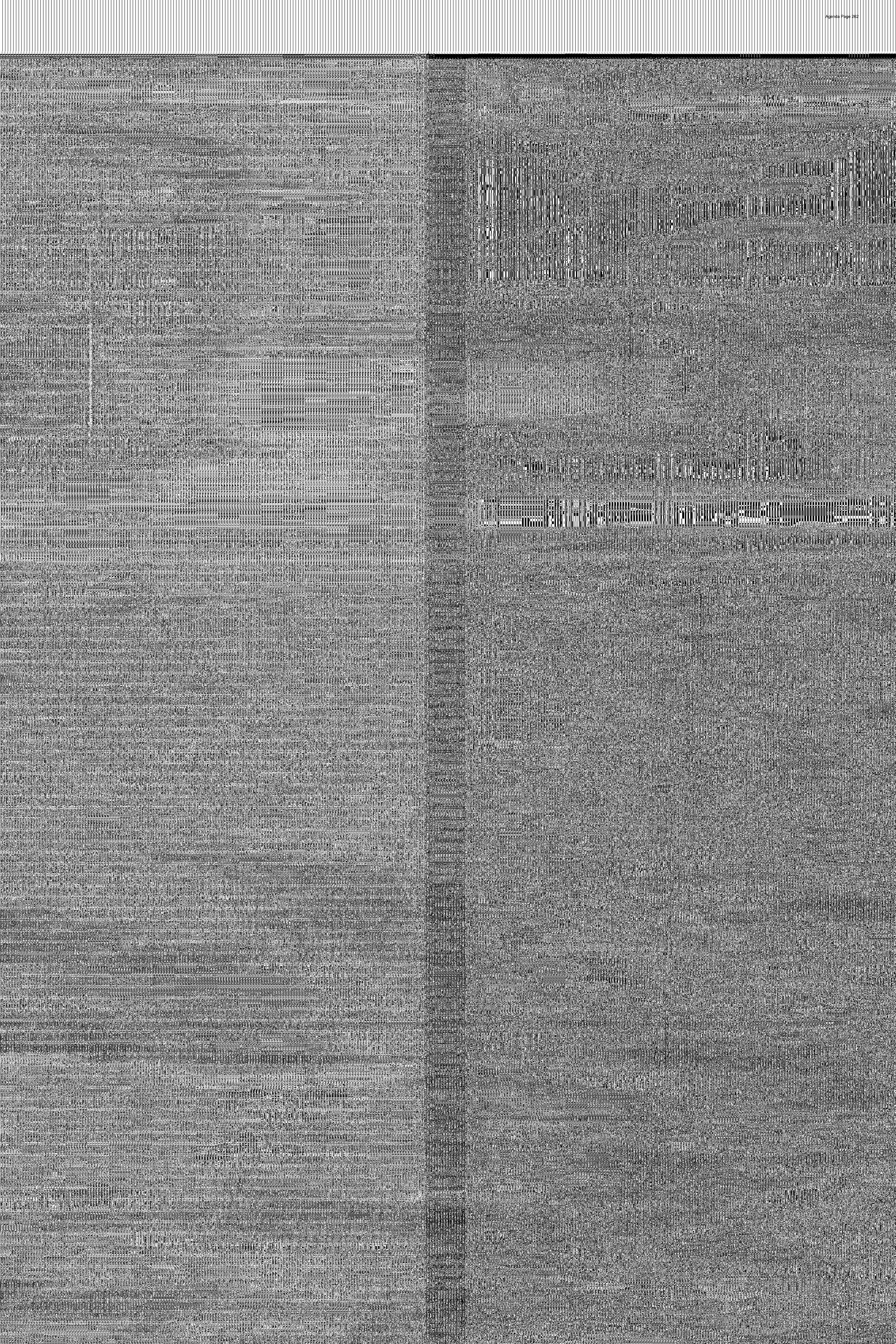
HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

EXHIBIT “C”

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE MAP







CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/20/2019

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 Moyer PHONE (A/C No. Ext.): (317) 464-5000 FAX (A/C No.): (317) 464-5001 E-MAIL ADDRESS: kathy.moyer@mcgowaninc.com	
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. 18052 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2019-20 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 Ind <input checked="" type="checkbox"/> Pesticide Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BP13716	10/01/2019	10/01/2020	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 - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		FMA00000633	10/01/2019	10/01/2020	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EX09712	10/01/2019	10/01/2020	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	WCN3074518	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or rented Equip B Employee Dishonesty		BP13716 / PHSD1364826	10/01/2019	10/01/2020	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 and Waiver of Subrogation per form SBFAE (02/18) and primary, non-contributory per form CA0449 (11/16), Workers' Compensation Waiver of Subrogation per form WVC000313 (04/84)

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

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Page 14, 7.1

Florida Market only, comparable scope and size over last 5 years

1. Gateway CDD, 11 years, current client
2. GL Homes/Valencia Del Sol, 2 years, current client
3. GL Homes/Ridge at Wiregrass, 4 years, current client
4. Reflection Lakes, 4 years, current client
5. Palmira Master Association, 9 years, current
6. Vanderbilt Country Club, 13 years, current client
7. Pulte/Del Webb Naples, 7 years, current client
8. Crown Colony, 10 years, current client
9. Hawthorne Community, 6 years, current client
10. Lennar/Portico, 1 year, current client
11. Lennar/La Morada, start August 2020, current client
12. Collier County Roadways (improved medians), 6 months, current client
13. GL Homes/Valencia Lakes, 5 years, not a current client
14. Riverstrand, 1 year, not a current client
15. Riverstone, 3 years, not a current client
16. Verona Walk, 3 years, not a current client
17. Kings Point Federation, 4 years, not a current client
18. Solivita, 5 years, not a current client

Outside of the Florida Market, Mainscape works in 14 additional states serving corporate campuses of Eli Lilly, DOW, GM and Allison Transmission, the Indianapolis Motor Speedway and military bases including Vandenberg (CA), Camp Lejeune (NC), Tri-Command (SC), Fort Knox (KY), Fort Hood/Fort Bliss (TX), Fort Benning (GA), Fort Wainwright/Elison AFB (AK), Fort Drum (NY), Hickam Field (HI) and Fort Leonard Wood/Whiteman AFB (MO).

HERITAGE LAKE PARK CDD



THE MAINSCAPE STORY

From humble ministry project to award-winning national landscaping company in only a few decades. This is our story.



Our Mission

Building Relationships and Empowering People

Our Values

- .Build Partnerships-** Create mutually beneficial partnerships with ideal customers and employees
- .Empower People-** Recruit and then develop the unique talents of our team members
- .Embrace Growth-** Continuously improving personally, organizationally and numerically
- .Promote Stewardship-** Conduct business in a responsible and profitable manner focused on the future

ABOUT US

Our mission, vision and values move us forward



WHO WE ARE

Mainscape is one of the United States' largest privately owned landscaping companies with 1,100 dedicated employees. We maintain corporate campuses and commercial real estate, as well as more than 50,000 homes in HOAs and on the nation's largest military bases.



WHAT WE DO

We provide outstanding delivery of landscape management, snow and ice management, property enhancements, irrigation and agronomy services. Successfully managing large, complex projects with unique challenges and needs is our specialty. By creating customized site-based programs, we're able to address each customer's specific concerns.



WHERE YOU'LL FIND US

From coast to coast and beyond, you'll find us in every growing zone and weather condition. Mainscape's rapid national growth has been driven by a unique Single-Site Mobilization Plan, which enables us to meet your portfolio needs.



HOW WE STARTED

Mainscape started out as a humble campus ministry project in the 1980s when a couple of Ball State University students in Muncie, Indiana, got together to mow lawns over summer break. Today, after 40 years of hard work and tremendous growth, Mainscape records \$75 million in annual revenue.



WHY WE'VE BEEN SO SUCCESSFUL

It's because we follow these four core values. ***Empowering People.*** Recruit and then develop the unique talents of our team members. ***Building Partnerships.*** Create mutually beneficial partnerships with ideal customers and employees. ***Embracing Growth.*** Continuously improving personally, organizationally and numerically. ***Promoting Stewardship.*** Conduct business in a responsible and profitable manner focused on the future.

MAINSCAPE SERVICES

We have a solution for every challenge: landscape management, snow and ice management, property enhancements, irrigation and agronomy.

SERVICES OVERVIEW

A service for every season and reason



LANDSCAPE MANAGEMENT

Most of the property owners and managers we partner with require some level of landscape management, including everything from cutting grass to pruning, weeding, treating the turf and other basic needs.



IRRIGATION

Mainscape's professional irrigation management services consist of routine inspections and repairs of a system's efficiency and uniformity along with long-range planning. Research has shown that our water management program can reduce irrigation consumption by up to 60%.



AGRONOMY

Mainscape agronomy experts use sustainable practices that protect streams, lakes and ground water by customizing pesticide and fertilizer usage based on your property's unique needs. We can provide your property with the leading edge in scientific and environmental research.



SNOW AND ICE MANAGEMENT

Not all of our customers need snow and ice management, but those who do rely on this service. Whether your snow accumulation is in inches or feet, we have the teams and equipment to clear your property and make it safer.



PROPERTY ENHANCEMENTS

Sometimes property owners and managers need to enhance their property with services that go beyond basic landscape management. From light arbor care to flower bed maintenance, and redesigning and refreshing entryways, we offer many solutions for property improvement. In addition, our team is able to provide special services for your community's unique needs, such as maintenance for bocce courts, rooftop gardens and even butterfly gardens.

LANDSCAPE MANAGEMENT

Year-round planning for perennial beauty

You'll find our clients nationwide. From residential HOAs to commercial properties, military facilities and more, we work hard every day to meet their unique needs and budgets. Whether it's **turf care**, **seasonal plantings**, or **property detailing**, we develop customized programs to exceed your expectations.

First impressions are everything. And visitors form theirs when they see your landscape. That's why the **highest quality of care** is so vital to making your lawn and plants beautiful and soil healthy. Our experts use the **latest in lawn care science and technology** to keep your landscaping looking its best all year round. But we're not just about great-looking properties.

At Mainscape we believe it is our responsibility to **reduce our carbon footprint** by exploring and focusing on different equipment, technologies and energy sources. We are working to reduce our carbon footprint by converting to **alternative fuel sources**, including U.S. produced propane. It's just one more way Mainscape continues to be a leader in environmental stewardship.



IRRIGATION

A deep dive into conservation and savings

Mainscape's professional irrigation management services consist of **routine inspections**, **repairs** and **long-range planning**. Our highly trained irrigation technicians can analyze and increase the **efficiency and uniformity** of your system's water distribution to save resources and money as well as reduce hot spots.

Long-range planning is imperative in irrigation management. Our irrigation team can provide you with a **cost-benefit analysis** to determine if and when the time is right to replace your system.

An aggressive **water management program** is vital to water conservation and savings. Our program has the capability to analyze weather data from the past 30 years to determine a landscape's average monthly irrigation needs. To ensure current conditions are in line with historical averages, our **Director of Agronomy monitors environmental conditions weekly**. Technicians can then be dispatched to adjust distribution levels and run times based on current conditions and your landscape's requirements.

Research has shown that Mainscape's water management program can reduce irrigation consumption by up to 60%.



AGRONOMY

Where beauty and healthy come together

Mainscape is on the **leading edge in scientific and environmental research**, working closely with universities nationwide.

Pesticides and fertilizers can have a high environmental impact on streams, lakes and ground water. At Mainscape we take our responsibility seriously, following **Best Management Practices** maintaining your landscape.

Upon request, Mainscape can provide you with a **customized fertilization program** based on your landscape's soil samples. The soil data is analyzed to tailor the amount of pesticides, fertilizers and water applied to your landscape. With a customized program, your soil receives the **right amount of treatment** it needs to **minimize unneeded chemicals**. Testing may be continued periodically to make any necessary adjustments.

Due to the nature of Mainscape's services, an **environmental commitment is standard**. Mainscape strives to conserve, promote and enhance the present and future availability of the property's resources. We recognize the importance of sustainable practices for the environment through **water conservation, water quality and resource conservation**. To align expectations with a sustainable landscape, Mainscape embraces **employee education and training** for sound fundamental principles.



PROPERTY ENHANCEMENTS

Special services, from unique to every day

Customers often partner with Mainscape for our core services — landscape management, snow and ice management, irrigation and agronomy — and the solutions they provide. Often, though, they also need something more — something special. That's where the special services of Property Enhancements come in to play.

Property Enhancement is a catch-all term we use for anything outside our core services, but is still within the framework of keeping your property beautiful, healthy and safe. Typically, property enhancement involves **light arbor care, flower bed maintenance**, as well as **paver installations** walks, patios and walls. But, occasionally, property enhancement includes unique solutions.

For example, our specialists currently care for **bocce courts, butterfly gardens, rooftop gardens, lawn bowling lanes, corporate gardens** and more. You name it and we are probably mowing, tilling, watering and feeding it. For us, providing special services is a way for our enthusiastic teams to flex their skills and capabilities in unique situations. And help property managers meet and exceed the unique needs of their residents.



MAINSCAPE APPROACH

In our experience, customers have experienced challenges such as communication issues, safety, planning and more. They are frustrated that issues are not proactively addressed.

So, we took a proactive approach and created solutions to address these challenges, which you'll find on the following pages. With our proactive solutions and procedures in hand, we're ready to help you make your property the best it can be.

SOLUTIONS

A proactive partner makes your life easier



SOLUTION PROVIDER

Being proactive and not reactive is one of our strengths as a company. With **a dedicated management team** we're able to provide quicker response times and not miss issues when they arise.

- Weekly Service Reports and Monthly Site Quality Inspections
- Flexible Contracting
- Ongoing Education/Consultation



EXPERIENCE

To provide you and your stakeholders with the proper solutions and excellent outcomes you deserve, we rely on outstanding leaders. So we **extensively train our crews, promote senior staff from within** and **recruit industry leaders**. Nationwide we have **dozens of certified specialists** contributing to a **network of shared knowledge and experience**. That means you have the full expertise of Mainscape behind you, offering the best long-term solutions available.



COMMUNICATIONS

We believe in open communication. An **informed partner** is a **happy partner** and just makes your job easier. That's why we provide:

- Dedicated Management Team
- Constant Connectivity through web and phone
- Regular Reporting
- Customer Service Request (CSR) system online



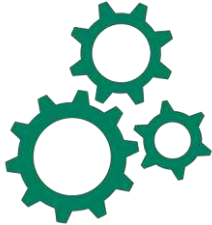
TRANSPARENCY

Knowing and understanding what you are paying for is not only important to you, but your stakeholders as well. Which is why we build our estimates utilizing:

- Fact Based Estimating
- Historical Data and Real-Time Product/Labor Costs
- A Collaborative Approach to Reach Agreement

SOLUTIONS

(Continued from previous page)



TEAM BUILDING

Great employees lead to great teams and environments. That's why as a **People First™ company** we recruit and retain the best talent possible. To insure you get the best possible service team, we implement the following:

- E-Verify (legal status verification)
- Initial and Ongoing Background and Drug Screening
- Initial and Ongoing Safety Training
- Initial and Ongoing Education
- Engaged Leadership on every level



SAFETY

Safety is foremost in every property manager's mind — you'll be glad to know it is in ours. We begin with the initial screening to determine compatibility with our culture, but **continually monitor employee behaviors**, trends in **incident reporting**, and implement an **exceptional safety program** to keep all of us safe. *A more detailed look follows in this section.*



PLANNING

Every long-lasting partnership starts early with proper upfront planning when it's important for us to understand your needs, goals and expectations. After developing a customized program, we kick off our **"Start It Right" Transition Plan**. This begins a countdown clock with a checklist of specific milestones for appropriate personnel. Then after work starts, we begin an **intensive client site review process** with planned check-ins and corrections **every 30, 60 and 90 days**. Our goal is that after 90 days, everything is moving forward smoothly.



PARTNERSHIPS

Ultimately, The Mainscape Way is about forming long-lasting partnerships built on **aligned values**, such as **loyalty, honesty and trust**. Why?

- We bring the right people to your site
- We are transparent with you so you can trust us
- We strive to improve, always
- We value nature, and that's why we work so hard to take care of it

ENVIRONMENTAL SUSTAINABILITY

Alternative solutions to daily challenges

In 2014, according to the EPA, U.S. carbon dioxide emissions from fossil fuels topped more than 5.5 million metric tons or 1.2 trillion pounds. At Mainscape, we believe that it is our responsibility to reduce our carbon footprint and contribute to a better environment.

That's why we are working to convert to alternative fuel sources, including U.S.-produced propane, as well as continuing to explore new and improved equipment, technologies and energy sources. Another way to reduce our carbon footprint is by simply mowing fewer acres. In some cases, our sustainability plans might recommend that a property implement "nature areas." These areas enhance the appearance of the property, conserve fuel, and reduce noise, hydrocarbon emissions, and annual maintenance expenses.

Did you know that the average mowing crew powered by gasoline will consume an average of 35 gallons per work day and emit 833 pounds of CO₂? But the same Mainscape mowing crew powered by propane and other alternative fuels consuming the same number of gallons will emit 300 fewer pounds of CO₂.

We strive daily to keep your property and the environment healthy and beautiful at the same time. It's just one more way Mainscape continues to be a leader in environmental stewardship.



CUSTOMER SERVICE

It's what sets us apart



We value your time. Keeping the customer informed during the service process helps set Mainscape apart from the competition. The communication process may include emails, text messages, phone calls, property inspection reports, site meetings, and photo documentation. Mainscape's efficient customer service process provides industry-leading service:

CUSTOMER SERVICE REQUESTS (CSR)

Our customer service staff is available to process all your service requests. Whether it's an online request or a phone call, a CSR is entered into the system to begin the process.

PROMPT ACTION

Within a few minutes of the CSR being entered, an alert is sent to the appropriate Mainscape representative. The Mainscape representative will resolve the issue in a timely fashion. High-priority requests will be handled within 1-2 business days. General requests will be handled within 3-5 business days, unless other arrangements are made with you.

SWIFT RESOLUTION

Once the request has been completed, you'll be notified of the resolution. All service records are then stored electronically, allowing for accurate tracking and documentation of your service requests. Providing you with the most up-to-date information about the status of your property is paramount.

KEEPING YOU UPDATED

At Mainscape, we like to keep our customers, potential customers, family and friends informed about what's going on here. Through our Mainscape social media networks, we work hard to provide you with relevant information.

- Join us on **Facebook** to see what's happening at Mainscape
- Connect with the Mainscape team via our company **LinkedIn** Page

CUSTOMER SERVICE

It's what sets us apart

Detailed CSR Report

Our proprietary platform tracks every request made and Mainscape can set up an automatic weekly, bi-weekly, or monthly report sent directly to your relevant staff member.

SUN RIVER - ST. GEORGE COMMUNITY ASSOCIATION, INC								
Ops Mgr:		KNIGHT, TREY			Acct Mgr:		KNIGHT, TREY	
Account Executive:		DELLINGER, PRESTON			Start Date:		End Date: 8/22/2017	
					8/22/2017			
CSR ID	Created Date	Caller Name	Status	Category	Priority	Due Date	Reason Code	Accountable
New								
316841	8/22/2017	Gordon Orrell	New	None	Medium	8/24/2017	Flag - green (no trim)	KNIGHT, TREY
Description: 4900 Woodruff Circle - Lot 1912 - Special instructions please dont Prune								
316844	8/22/2017	Kelle Crouch	New	None	Medium	8/24/2017	Agronomy - Turf Weeds	KNIGHT, TREY
Description: 1703 Heatherglenn, Lot 1289 - She Has weeds in her grass and Weeds in the gravel down the side of her house								
316851	8/22/2017	Gerald Corseger	New	None	Medium	8/24/2017	Sod Issues	KNIGHT, TREY
Description: 1629 Wonderstone Drive - Please call. Fixing a timer is not the answer. I need new sod (grass)								
CSR ID	Created Date	Caller Name	Status	Category	Priority	Due Date	Reason Code	Accountable
Closed								
316839	8/22/2017	Kelle Crouch	Closed (8/22/2017)	None	Medium	8/24/2017	Irrigation - Other	KING, NATHAN DALE
Description: 1682 Warm River, Lot 214 - Requesting usage to 3 times a week for 30 Min								
Action: Clock set correctly.								
316916	8/22/2017	Elise Tuttle	Closed (8/22/2017)	None	Medium	8/24/2017	Irrigation - Broken Sprinkler Head	KING, NATHAN DALE
Description: 2059 Sunstar - Broken Sprinkler Head in the front yard.								
Action: Replaced broken head.								

CSR Stats by Reason & by Status

You'll know exactly what is happening on your property and we share transparently how we are responding to every question, concern or seasonal challenge.

Accountable/Cust. ID	CSR ID	Short Description	Created Date	Count	%
				152	
Agronomy - T/S Disease				3	1.97 %
Agronomy - T/S Fert				1	0.66 %
Agronomy - T/S Pest				3	1.97 %
Agronomy - Turf Disease				2	1.32 %
Agronomy - Turf Fert				2	1.32 %
Agronomy - Turf Pest				4	2.63 %
Agronomy - Turf Weeds				3	1.97 %
Cleanup Clippings				2	1.32 %
Dead Tree				1	0.66 %
Holes				1	0.66 %
Irrigation - Broken Sprinkler Head				9	5.92 %
Irrigation - Emergency Line				1	0.66 %
Irrigation - Leak				6	3.95 %
Irrigation - Other				18	11.84 %
Irrigation - Proposal/Enhancement				2	1.32 %
Irrigation - Repair				5	3.29 %
Landscape Maintenance				1	0.66 %
Mowing - Turf Damage				1	0.66 %
Mulching				3	1.97 %
Plant Replacement				6	3.95 %
Proposal for Extra Services				2	1.32 %
Repairs/Damage				7	4.61 %
Sod Issues				2	1.32 %
Stake Tree				7	4.61 %
Trimming - missed/unfinished				4	2.63 %
Trimming Requests				45	29.61 %
Weed Issues - Beds				9	5.92 %
Weed Issues - Pavers/Driveway				2	1.32 %
Total				152	
Total				149	
Olaque				1	0.66 %
New				158	82.04 %
In-Process				1	0.66 %
Closed				10	10.00 %
Total				169	
Accountable/Cust. ID	CSR ID	Short Description	Created Date	Count	%

E-VERIFY & BACKGROUND CHECKS

Never worry about who's on your property again

We understand that your primary concern is the safety and security of your organization and the people you represent. To settle for anything less is out of the question. That's why we put every potential employee through a rigorous background check and E-verify certification process.

BACKGROUND CHECKS

We perform drug screening and criminal background checks on all prospective employees. Only after they clear our in-depth process do they join the Mainscape team and gain permission to enter your property. We also continually monitor employee behavior making sure issues such as substance abuse don't arise. If we can help an employee, we do. If we can't, they are no longer employed with us.



WHAT IS E-VERIFY?

E-Verify is an internet-based service provided by the Department of Homeland Security. This service allows businesses to log on and electronically verify if a potential employee is eligible to legally work in the United States. This service is the fastest and best way a company can check eligibility.



WHAT ARE THE RESULTS?

Your property is safe and secure! Mainscape expects the best from their employees and knows that by adopting this set of strict hiring practices, we've separated ourselves from the competition. Mainscape has these strict standards in place so that each property is safe and secure. And you can rest assured we have your best interests at heart.

QUALITY ASSURANCE

Best Practices for the Best Care Possible

Creating and nourishing the health and beauty of your property is only half the battle. Taking a proactive approach to maintaining and managing its quality is the other half. That's why we've created stringent Quality Assurance procedures. When we focus on quality, you can turn your attention to long-term plans and goals with peace of mind, knowing that your stakeholders can expect a high level of satisfaction and security.

The following four steps below illustrate our approach to QA. This top-down process begins with your Branch Manager, followed by the Team Leader. Each has a specific set of responsibilities and action steps they must complete weekly and monthly to provide you with the highest quality care possible.

1. Each Team Leader is trained to conduct daily inspections of his/her Team's work.
3. The Branch Manager will inspect the entire property multiple times per week for overall quality as well as look for opportunities to improve or enhance areas, then provide feedback to the client and operations team.



2018 NATIONAL & REGIONAL RANKINGS

Each summer, **Landscape Management** — a leading landscaping publication — releases its annual “LM150” listing of the industry’s Top 150 revenue-generating companies. We’re excited to share a few of these rankings below.

Of course, our rankings only paint part of the picture. The other part includes the customers we serve. Without their long-standing loyalty and trust, the rankings below would not have been possible.

NATIONAL RANKINGS

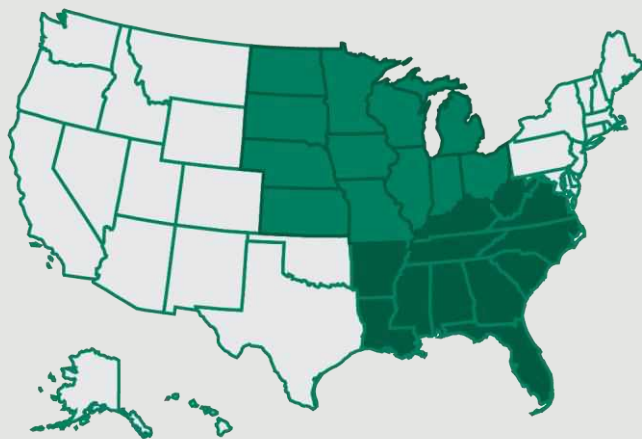
7 **MOWING & LANDSCAPE MAINTENANCE**
commercial, military
and residential lawns

12 **COMMERCIAL**
landscape management
for businesses across the
country

10 **IRRIGATION & WATER MANAGEMENT**
professional irrigation
and water management
services

16 **TURF & ORNAMENTAL CARE**
Turf installation and
maintenance for
businesses of all sizes

REGIONAL RANKINGS



9
**IN THE
SOUTHEAST**

22
**IN THE
MIDWEST**

LICENSES AND CERTIFICATIONS

Florida Agriculture License	115132
Florida Nursery Stock License	48001388-124031
Certified Pest Control Operators	JF166051
County Business Licenses	
Charlotte	15846
Sarasota	990010088298
State of Florida Irrigation License	SCC131152140
County Irrigation Licenses	
Charlotte	AA-18-00057
Sarasota	SIS-92

Certifications

Board of Certified Safety Professionals	
Construction Health & Safety Technician	Kris Nasser
Irrigation Association Certifications	
Certified Irrigation Contractors	Jeff Snyder Zane Stoneman
Certified Landscape Irrigation Auditors	Jeff Snyder Zane Stoneman Zane Stoneman Claude Corriveau
Certified Irrigation Technicians	
Florida Certified Horticultural Professionals	Jay Arthurs Matt Bosnoian Andres Quijano Jessica Shannon John Schell Jeff Snyder Zane Stoneman
Florida Certified Maintenance Technicians	Jay Arthurs
Florida Water Start Accredited Professionals	Jeff Snyder Zane Stoneman Jay Arthurs
EPA Water Sense Partners	Jeff Snyder Zane Stoneman Claude Corriveau
National Association of Landscape Professional Certifications	
Landscape Industry Certified Lawn Care Manager	Jay Arthurs



CERTIFICATE OF LIABILITY INSURANCE

Web page: <http://www.elsevier.com/locate/ymbs>
 ISSN: 0955-2875

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 Meyer PHONE (317) 464-8800 FAX (317) 464-8801 EMAIL kathy.meyer@mcgowanins.com WEBSITE www.mcgowanins.com
INSURED Malinscope, Inc.; Malinscope Fishers, LLC 13416 Britton Park Road Fishers IN 46038	INSURANCE The Phoenix Mutual Insurance Co. INSURANCE Philadelphia Insurance Co. INSURANCE INSURANCE INSURANCE INSURANCE

CONTENTS

CERTIFICATE NUMBER: 2016-2014 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.

LINE	TYPE OF COVERAGE	COVERAGE AMOUNT	POLICY NUMBER	POLICY EFF (START DATE)	POLICY EXP (END DATE)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		BP13716	10/01/2018	10/01/2020	Each Occurrence <input checked="" type="checkbox"/> 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					Aggregate Per Occurrence <input checked="" type="checkbox"/> 100,000
	<input checked="" type="checkbox"/> Landscape Design E & O Incl					Each Occurrence <input checked="" type="checkbox"/> 5,000
	<input checked="" type="checkbox"/> Pesticide Included					Professional Liability Limit <input checked="" type="checkbox"/> 1,000,000
A	<input type="checkbox"/> GET LACK OF WORK LITIGATION PER		FMA00000635	10/01/2018	10/01/2020	General Aggregate <input checked="" type="checkbox"/> 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> AND <input type="checkbox"/> LIT					Professional Liability Limit <input checked="" type="checkbox"/> 2,000,000
	<input type="checkbox"/> OTHER:					Employee Benefit <input checked="" type="checkbox"/> 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					Contractual Aggregate <input checked="" type="checkbox"/> 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		EX98712	10/01/2018	10/01/2020	Contractual Aggregate <input checked="" type="checkbox"/> 1,000,000
	<input type="checkbox"/> OWNED	<input type="checkbox"/> SOLE-OWNED				SOLELY EMPLOYEES (Per person) <input checked="" type="checkbox"/> 1,000,000
	<input checked="" type="checkbox"/> AUTO ONLY	<input checked="" type="checkbox"/> NON-OWNED				SOLELY EMPLOYEES (Per person) <input checked="" type="checkbox"/> 1,000,000
	<input checked="" type="checkbox"/> AUTO ONLY	<input checked="" type="checkbox"/> AUTO-OWNED				SOLELY EMPLOYEES (Per person) <input checked="" type="checkbox"/> 1,000,000
A	<input checked="" type="checkbox"/> EXCESS UMB	<input checked="" type="checkbox"/> OCCUR	EX98712	10/01/2018	10/01/2020	Uninsured Motorist <input checked="" type="checkbox"/> 1,000,000
	<input type="checkbox"/> EXCESS UMB	<input type="checkbox"/> CLAIMS-MADE				Uninsured Motorist <input checked="" type="checkbox"/> 1,000,000
	<input type="checkbox"/> UMB	<input checked="" type="checkbox"/> RETENTION 15,000				Uninsured Motorist <input checked="" type="checkbox"/> 1,000,000
	<input type="checkbox"/> UMB	<input type="checkbox"/> RETENTION 15,000				Uninsured Motorist <input checked="" type="checkbox"/> 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		WON3074818	10/01/2018	10/01/2020	Each Occurrence <input checked="" type="checkbox"/> 1,000,000
	ANY EMPLOYEES FROM ANY WORKSITING					Each Occurrence <input checked="" type="checkbox"/> 1,000,000
	ANY EMPLOYEES FROM ANY WORKSITING					Each Occurrence <input checked="" type="checkbox"/> 1,000,000
	ANY EMPLOYEES FROM ANY WORKSITING					Each Occurrence <input checked="" type="checkbox"/> 1,000,000
A	Leased or rented Equip		BP13716 PRSD1384526	10/01/2018	10/01/2020	Limit (\$1,000 Ded) <input checked="" type="checkbox"/> 950,000
	Employee Dishonesty					Limit <input checked="" type="checkbox"/> \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATION(S) / VEHICLES (ACCORD 101, Auxiliary Remarks Sheet 26, 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 L2024 (07/12). Automobile Liability Additional Insured and Waiver of Subrogation per form SRP-AE (02/18) and primary, non-contributory per form CA3446 (11/18). Workers' Compensation Waiver of Subrogation per form WOC00101 (04/04).

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 POLICE PROVISIONS.

DOI: 10.1002/for

John B. McCard

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MEET THE TEAM



Loren Garner **Account Executive, Florida**

Experience: Over 30 years with Mainscape. Loren started as a fertilization tech, later earning a Certified Pest Control Operator license. Currently, he oversees all aspects of the delivery team from safety, staffing, execution of work, quality control and profitability.

Skills: Over the years, Loren has been instrumental in opening new offices in new markets, giving him insight into a client's daily and long-term operational needs.

Motivation: Helping employees craft a career path to reach their goals and along the way provide our clients exceptional service that reflects our core values. **Interests:** "I've been married for over 25 years and have three wonderful children. I enjoy being involved in their sporting activities."



Jeffrey Snyder **Vice President**

Experience: Jeff has over 30 years of experience in the landscaping industry with ten of those at Mainscape. An Ohio State University graduate, Jeff owned his own landscape company for 15 years. **Skills:** Under Jeff's leadership, Mainscape has adopted the Irrigation Association's Best Management Practices assuring that Mainscape's clients benefit from a researched, science-based approach to irrigation maintenance.

Certifications: Certified Irrigation Contractor, Certified Landscape Irrigation Auditor, EPA Water Sense Partner, Florida Water Star Accredited Professional, Florida Certified Horticultural Professional. **Motivation:** Striving to be the best company possible and mentoring team leaders to also be their best for our clients. **Interests:** "I'm blessed to be married to my best friend, have two grown children, one grandchild and two playful golden retrievers."



Andres Quijano **Regional Manager, Tampa**

Experience: Joined Mainscape as a crew member in 2010 with 5 years of previous experience in the landscape industry. While working his way up to his current Regional Manager role, Andres has become proficient in customer relationships, hiring & training talented supervisors, & keeping high quality standards for his teams. **Skills:** People-focused leadership and attention to detail in both quality of work & team safety measures.

Certifications: Florida Certified Horticulture Professional (FCHP), OSHA30 (Occupational Safety & Health Administration), Best Management Practice (BMP) **Motivation:** Leading a team, creating development plans, and celebrating individual and team successes as we grow together. **Interests:** Andres is married to his high school sweetheart, and he is happiest when he is spending time with her and their three young children. He also enjoys watching soccer.

MEET THE BRANCH TEAM

(Continued from previous page)



Jay Arthurs **Regional Agronomy Manager**

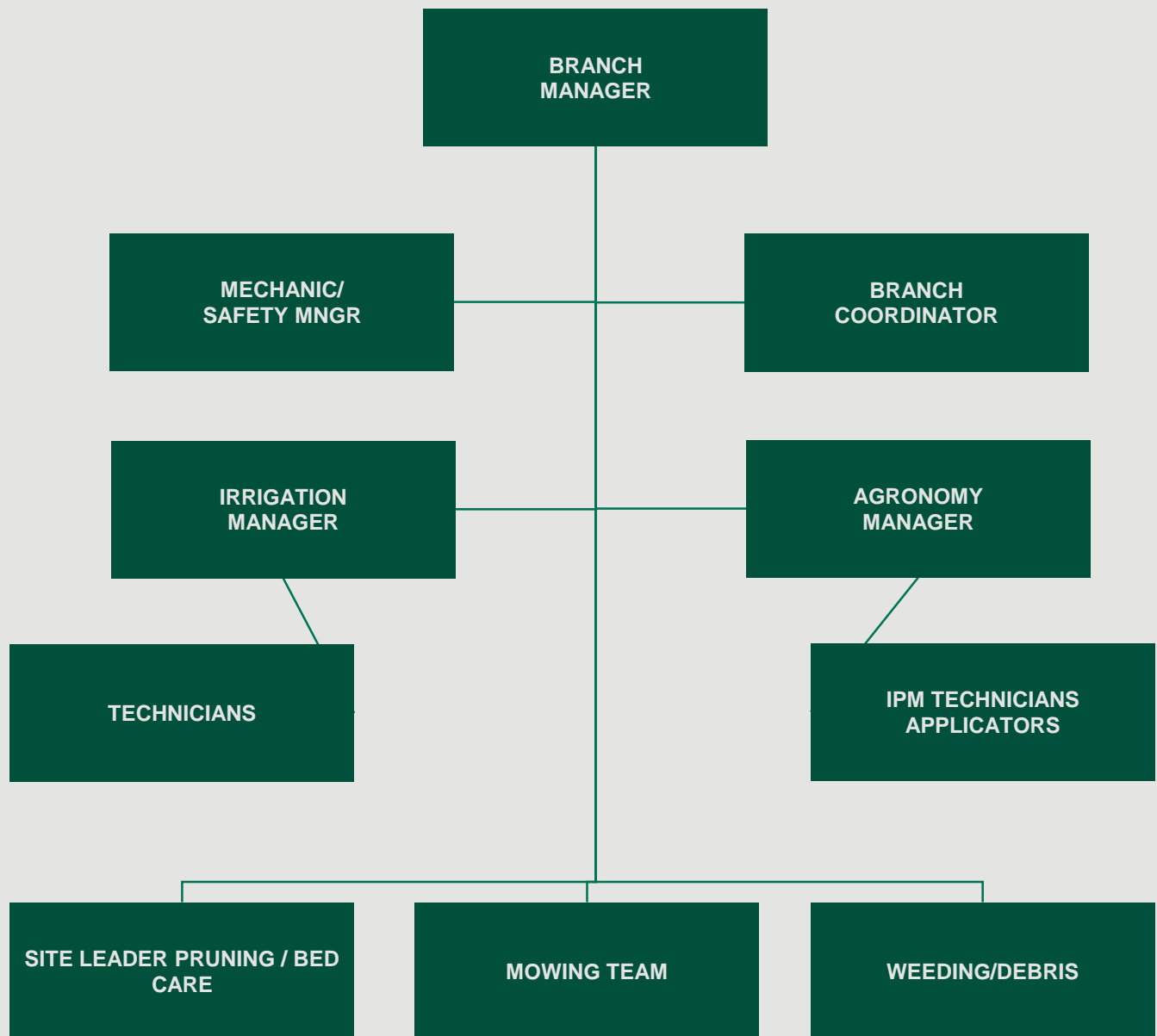
Experience: 12 years of industry experience with 10 of those at Mainscape. Jay is responsible for training and holding personnel accountable for safe handling of equipment and application of fertilizers and pesticides. **Certifications:** Certified Pest Control Operator, FNGLA Certified Horticultural Professional, FNGLA Certified Landscape Maintenance Technician, NALP Landscape Industry Certified Lawn Care Manager, Florida Water Star Accredited Professional, BMP Certified **Motivation:** Creating opportunities for team members to grow and further their education. **Skills:** Jay's ability to effectively lead, problem solve and focus on the details helps his teams improve and maintain the health and performance of the landscape throughout the State of Florida. **Interests:** "In my spare time I enjoy playing golf and fishing as well as spending quality time with my wife and three daughters."



Zane Stoneman **Regional Irrigation Manager**

Experience: Zane has 25 years of experience in the irrigation industry, with six of those coming at Mainscape. He is currently responsible for all aspects of Mainscape's Irrigation Department in Florida. Zane was instrumental in promoting the Irrigation Association program to bring the most certified irrigation professionals under one company in Florida. **Certifications:** Certified Irrigation Contractor, Certified Irrigation Technician, EPA WaterSense Partner, Florida Water StarSM Accredited Professional, Florida Certified Horticultural Professional, Certified Backflow Tester and Repair. **Motivations:** Providing the best possible solutions with the most talented technicians possible. To make that happen, Zane believes in training people and giving them the skills to succeed. **Interests:** "We're busy with an infant and a young son. But we like to go to the beach and spend time with friends and family when we can."

ORGANIZATIONAL CHART



CUSTOMER REPORTS

An informed partner is a happy partner

To keep you up to date on everything happening at your property, the local operations team sends out a weekly overview of services performed. Mainscape is also able to provide a monthly Quality Inspection with Mainscape and Property representatives creating the report together.



MAINSCAPE, INC WEEKLY SERVICE REPORT

David Wellman

WEEK OF: 5/21/2018

PROPERTY: Toroweap

PRE-EMERGENT: Spring application complete. Fall application planned to begin in September.

LAWN CUTTING: (MOWING/ EDGING) Mow without edging completed last week. Mow with edging scheduled this week.

FERTILIZATION/ PEST: 2nd fertilization complete. Insecticide application complete. 3rd fertilization scheduled for June.

BED CARE: (PRUNING/ WEEDS/ BLOWING): Late spring pruning completed. Early summer pruning scheduled mid-June.

Post emergent scheduled to pull and spray weeds every Friday. We will send workers more or less frequently as needed.

Blow/clean-up crew will begin in November.

IRRIGATION: Late spring programming is complete.

Settings = Turf irrigation is being set to 4 days per week.*
Run times will have 3 start times anywhere between 4 to 7 minutes.

Drip will be 3 day a week.*
Run times will have 1 start time and run anywhere between 30 to 45 mins.

*Each home and even specific home areas are unique. No climate is the same!

IRRIGATION CUSTOMER SERVICE REQUESTS: Week of 5/14/18 – 5/18/18

Closed- 1 In-process- 0 New- 0 Overdue- 0

MAINTENANCE CUSTOMER SERVICE REQUESTS: Week of 5/14/18 – 5/18/18

Closed: 2 In-process: 0 New: 0 Overdue: 0

Please, if you have any other concerns feel free to contact me.

Have a great day, David Wellman!

CUSTOMER REPORTS

(Continued from previous page)



Property Inspection

Location: South Pointe Fortification
Address: 9279 Tweed Ave, Fort
Myers, FL 33912
Completed By: STEPHANIE PARKER
Started On: 4/23/2018 4:43:12 PM
Completed On: 4/23/2018 6:44:19 PM

Points: 180/205 Score: 77%

Answer	Points	Possible Points
--------	--------	-----------------

Property Inspection
Property Name: Verdebilt Country Club

Turf
Mowing lines are straight & present 5 - Predominate 5.0 5.0



Appendix 1: 4/23/2018 5:40:00 PM

The grass is cut at the appropriate height	4	4.0	5.0
The sidewalks and borders are properly edged	4	4.0	5.0
The grass exemplifies good color	3	3.0	5.0
Color of turf is uniform with no yellowing or striping	5 - Uniform	5.0	5.0
The grass is thick with no bare areas	3	3.0	5.0

Comments: Some bare areas turf backside fence backside of Green's edge



Appendix 1: 4/23/2018 5:40:00 PM

Excess leaves are removed from the lawn	5 - No Leaves	5.0	5.0
Are there any insects or diseases present?	3 - Some Present	3.0	5.0

Comments: Some take off root rot but not as bad as in the past

Are there nutritional deficiencies?	4	4.0	5.0
-------------------------------------	---	-----	-----



Appendix 2: 4/23/2018 5:40:00 PM

Are there insect pests or diseases present? 3 3.0 5.0
Comments: Many palms still recovering from hurricane and may have bud rot
Are there nutritional deficiencies? 4 4.0 5.0
Comments: Most look pretty good but there are some queen palms yellowing a little



Appendix 3: 4/23/2018 5:40:00 PM



Appendix 7: 4/23/2018 5:40:00 PM

Soft bed edges are even & crisp	2	2.0	5.0
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Appendix 8: 4/23/2018 5:40:00 PM

There is a proper amount of mulch in the beds and it looks fresh	2	2.0	5.0
--	---	-----	-----

Comments: Spurge and chloranthus germinating

Appendix 11: 4/23/2018 5:40:00 PM

Patented flowers are removed where applicable N/A	0.0	0.0
Beds are full & look complete	4	4.0 5.0

Comments: Over all beds look full and complete

Are there any insects or diseases present?	4	4.0 5.0
--	---	---------

Comments: A few cases of insect and disease but overall pretty good. Whiteflies in minimum and downy mildew



Appendix 19: 4/23/2018 5:40:00 PM

Are all plants receiving the proper amount and frequency of irrigation?	5 - Proper Amount	5.0	5.0
---	-------------------	-----	-----

Monthly or Quarterly Quality Inspection

CUSTOMER REPORTS

(Continued from previous page)

Kings Point Weekly Irrigation Report Week of September 18th, 2017

Monthly Inspection / Minor Repairs

Week	Date	Section A	Section B	Section C
1	September 4-8	Completed	Completed	Completed
2	September 11-15	Completed	Completed	Completed
3	September 18-22	In Process	In Process	Completed
4	September 25-29	In Process	In Process	In Process

Here is a set weekly inspection schedule to better keep everyone informed of when and where irrigation inspections are being performed. Areas are as follows:

Section A

Week 1 - Andover, Cambridge, Knolls I, II, III, Bedford, Fairfield and Manchester.

Week 2 - Ellsworth, Gloucester and Quail Pass.

Week 3 - Highgate I, Lancaster I, II, III.

Week 4 - Highgate II, III, IV, Lancaster IV.

Section B

Week 1 - Northcutt I, II, III, IV, V.

Week 2 - Northampton, Oxford I, II, Radnor I, II, Yorkshire.

Week 3 - Princeton, Tremont I, II, Southampton I, II, Villeray.

Week 4 - Manchester I, II, III, IV, Somerset.

Section C

Week 1 - Brookfield, Acadia I, Edinburgh, Huntington, Fairbourne.

Week 2 - Jameson, Maplewood, Acadia II, Lyndhurst.

Week 3 - Grantham, Kensington, Devonshire, Inverness.

Week 4 - Richmond, Oakley Green, Corinth, Portsmouth.

Weekly Irrigation Report

at irrigation inspection

am I back on,

in zones operating with

performing a monthly
rate with the

Previous Reported Items

None to report at this time.

Additional Repairs Outside Of Contract

None for last week

Irrigation Lateral Upgrades

Completed MP work at Andover F to help with spray and run off, spoke to POC, all good. (Completed 9/21/17)

Enhancement

Associations that have not had their enhancement done, will have it resent to them for approval.

Associations that have approved their enhancement and are on the schedule are:

For the latest update on current restoration and assessment project scheduling, this may be viewed on Restoration and Evaluation Requests attachment.

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Irrigation Lateral Upgrades

2213 Oakley Greens Dr. completed adding drip to plant bed, requested by homeowner. (Completed 9/12/17)

Enhancements

Associations that have not had their enhancement done, will have it resent to them for approval.

Associations that have approved their enhancement and are on the schedule are:

For the latest update on current restoration and assessment project scheduling, this may be viewed on Restoration and Evaluation Requests attachment.

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CUSTOMER REPORTS

(Continued from previous page)

Service Schedules & Scope of Work



2017 Overview Schedule for:

Kings Point

Service Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Mowing Weekly				4	5	4	4	5	4	4			30
Bi-weekly mow	2	2	2								2	2	10
Manicure/Trim	2	2	2	4	5	4	4	5	4	4	2	2	40
Hardline Edging	3	1	3	2	2	2	2	3	2	2	1	3	20
Bed Edging	3	1	3	2	3	2	2	2	2	2	1	3	20
Shrub Pruning	3		1		1	3	1	1	3	1		1	16
Weeding	3	1	3	1	1	3	1	1	3	1	1	3	12
Irrigation Inspection	3	1	3	1	1	3	1	1	3	1	1	3	12
Palm Pruning					1								1
Palm Pruning										3			1
Canopy Lifting				3					1				2
Lawn Nutrient App		1			1			1		3			4
Palm Nutrient App		3			3			3					2
Shrub Nutrient App		3			3			3					3
Palm, Shrub & Turf Pest Control App	3	3	1	1	3	1	1	3	1	1	1		10
Approximate Schedules													

PROPOSED SOLUTIONS

We know that we can meet any requirements necessary to meet your needs, and are prepared to go to work with the following “Start it Right” transition plan

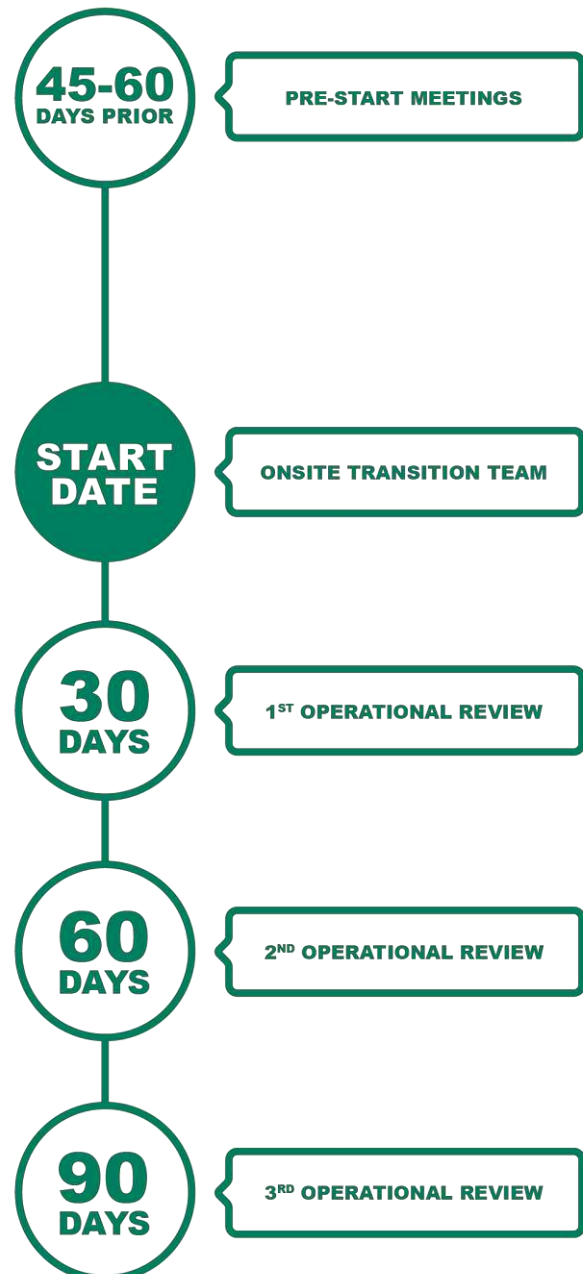
THE MAINSCAPE TRANSITION PLAN

With “Start it Right” we do it right

The Mainscape “**Start it Right**” Transition Plan is a proven and time-tested system. We’ve successfully launched projects in the most challenging and remote environments in America, including *Alaska and Hawaii*, the desert conditions in *California, Utah* and *Las Vegas*, snow regions in upstate *New York* and *Michigan*, and several large, site-based projects in sub-tropical *Florida*.

Our Transition Plan works like this: As soon as the contract is signed, we kick off our 60-day countdown with a checklist of action items. Your dedicated management team begins formulating plans for operational success. Once we hit 30 days, we begin ramping up our operation by giving employees specific checklists to accomplish, making sure personnel have the proper expectations and understanding of the site, and matching up specialized employee skills with your property’s needs.

On the official start date, we start a new clock. This begins our 30, 60 and 90-day intensive client reviews. These mandatory check-ins are used to determine if we’re meeting your expectations and that everything is proceeding as planned. This allows us to make changes as needed. The Mainscape goal is that after 90 days, everything is moving forward smoothly and you’re happy with the results.



References

Joey Cope
Vanderbilt Country Club
Serviced for 10+ years
Full Scope of Maintenance and Irrigation Services
Commons, Single Family Homes, Condos
239-384-5070
joeyc@vccnaples.com

Ken Bloom
Palmira
Serviced for over 7 years
Full Scope of Maintenance and Irrigation Services
Common Area Landscaping and several sub divisions within
Telephone: 239-580- 8844
bloomk@kebmgmt.com

Marisa Lufkin
The Ridge at Wiregrass
Serviced for 5 years
Full Scope of Maintenance and Irrigation Services
Common Area, Single Family Homes
813-477-9747
Marisa.Lufkin@glhomes.com

THANK YOU

We look forward to hearing from you

With Mainscape, you get more than landscaping services. You get a company that truly cares about building a strong professional partnership that provides you with unparalleled services.

For nearly 40 years, we've been a trusted advisor to our clients nationwide. Our steadfast mission of empowering people, building partnerships, embracing growth and promoting stewardship has guided us.

We would like to apply these same principles and dedication, which our clients have relied on rely for years, to your property requirements as stated in this proposal. We look forward to working with you and hope to hear from you soon.

Thank you for your consideration.

Sincerely,

Loren Garner/Account Executive
Mainscape Inc.
239-229-9940
lgarner@Mainscape.com



MAINSCAPE®

THE LEADER IN LANDSCAPE SOLUTIONS

REQUEST FOR PROPOSALS
FOR
IRRIGATION MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSALS
IRRIGATION MAINTENANCE SERVICES FOR:
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT
Charlotte County, Florida**

Notice is hereby given that the **Heritage Lake Park Community Development District** (the “District”) will accept proposals from qualified firms interested in providing irrigation maintenance services for the District.

The Request for Proposals for Irrigation Maintenance Services (“RFP”) will be available beginning Tuesday, June 23, 2020, at 5:30 P.M., from the District’s website (www.hlp-cdd.com) or by contacting the District Manager, Justin Faircloth via e-mail at Justin.Faircloth@inframark.com.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must meet the following qualifications: (i) fully licensed and insured, (ii) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (iii) Proposer will be encouraged to have made a site visit prior to submitting the proposal, and (iv) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

Firms desiring to provide services for this project must submit one (1) digital original (in the form of a flash drive or CD) of the required proposal no later than 5:00 p.m., Tuesday, July 21, 2020, at the offices of the District Manager, Inframark Infrastructure Management Services, 210 N. University Dr. Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals must be shipped or mailed. Additionally, five (5) hard copies should be submitted to the Office Manager, Heritage Lake Park CDD Clubhouse, 25635 Heritage Lake Blvd., Punta Gorda, FL 33983, Attention: Linda Ross. The hard copies shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. The hard copies must be shipped or mailed. No facsimile, electronic or other type of submittals will be accepted. Proposals will be publicly opened at the time and date stipulated above or as soon thereafter as possible; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Rankings will be made on the basis of qualifications according to the Evaluation Criteria contained within the RFP. The District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with the subject award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion whether or not reasonable it is in the District’s best interest to do so. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Justin Faircloth at Justin.Faircloth@inframark.com. Questions received after 4:00 p.m., July 10, 2020, will not be answered. Answers to all questions will be provided to all proposers via e-mail by 5:00 p.m., July 14, 2020. The District will review proposals at its August 3, 2020 meeting at 10:00 A.M. to be held at the Heritage Lake Park Clubhouse. Prospective bidders should plan to attend this meeting to answer any questions the Board may have regarding the proposals.

Heritage Lake Park Community Development District
Justin Faircloth, District Manager, Run Date: June 23, 2020

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Irrigation Maintenance Services Charlotte County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than 5:00 p.m., Tuesday, July 21, 2020, at the offices of the District Manager, Inframark Infrastructure Management Services, 210 N. University Dr. Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the RFP, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the RFP are to be directed in writing, via e-mail only, to Justin Faircloth at Justin.Faircloth@inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the RFP. Questions received after 4:00 p.m., July 10, 2020, will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m., July 14, 2020. Only questions answered by formal written

Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) digital original in the form of a flash drive or CD and five (5) hard copies of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. The sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Heritage Lake Park Community Development District – Irrigation Maintenance Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the RFP and that the proposal is made in accordance therewith. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with irrigation maintenance services. The quantities and unit costs for irrigation materials shall be provided by the Proposer in accordance with the RFP.

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, whether or not reasonable, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 12. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the RFP. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for irrigation maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified

of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 14. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the RFP:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services.
- B. Completed price proposal (form attached).
- C. List position or title, corporate responsibilities and years experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number or e-mail address of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided, or is currently providing irrigation maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of Proposer's insurance certificate indicating the types of coverage and limits for general, property, umbrella, and automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the RFP.

SECTION 15. PROTESTS. Any protest regarding proposal rejection, or a proposal award, or the RFP, including specifications or other requirements contained in the RFP, must be filed in writing, within seventy-two (72) hours after the receipt of the notice of the District's decision and must be filed at the offices of the District Manager, Inframark Infrastructure Management Services, 210 N. University Dr. Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 16. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the RFP. Proposals may be held by the

District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite specific Proposers for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the District Manager for questions relating to this project. Anyone attempting to lobby District representatives will be disqualified.

SECTION 17. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 18. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 19. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the RFP is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their proposal. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 20. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

SECTION 21. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 22. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional

terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Zane Stoneman</u>	<u>23</u>	<u>Regional Irrigation Mgr</u>	<u>Direct all irrigation operations</u>
2. <u>Claude Corriveau</u>	<u>25</u>	<u>Irrigation Operations Mgr</u>	<u>Oversee Branch irrigation operations</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Irrigation Maintenance staff will include; 1-3 as needed laborers, 1 Supervisors, and _____ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project.

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Ryan Corriveau</u>	<u>16</u>	<u>Lead Irrigation Tech</u>	<u>Irrigation Maintenance</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

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

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

1. Project Name/Location: Heritage Oak Park / Port Charlotte

Contact: Michelle Eagan Contact Phone: 941-235-3566 ex 403

Project Type/Description: Irrigation Maintenance

Dollar Amount of Contract: \$50k+

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

Responsible for irrigation system checks, reports, maintenance and repairs on a monthly basis.

Duration of Contract: START DATE: Oct 2010 END DATE Present

2. Project Name/Location: South Port Square /North Port

Contact: Randy Barnett Contact Phone: 941-456-8478

Project Type/Description: full landscape and irrigation maintenance

Dollar Amount of Contract: \$200k+

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

Responsible for irrigation system checks, reports, maintenance and repairs on a monthly basis.

Duration of Contract: START DATE: April 2010 END DATE: Present

3. Project Name/Location: Riverwood CDD

Contact: Frank Anastasi Contact Phone: 941-764-6663

Project Type/Description: full landscape and irrigation maintenance

Dollar Amount of Contract: \$50k+

Experience cont.

Your Company's Detailed Scope of Services for Project: _____
 Responsible for irrigation system checks, reports, maintenance and repairs on a
 monthly basis. _____

Duration of Contract: START DATE: May 2016 END DATE: Dec 2019

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

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

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

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

Experience cont.

An additional five (5) points will be awarded to all Proposers with previous irrigation maintenance experience with CDDs within the past three (3) years.

Has your company had previous Irrigation Maintenance experience with other Community Development Districts within the past three (3) years? YES X NO _____

If yes, please fill in information below:

Project Name/Location: Gateway CDD, Fort Myers

Contact: Glen Schorger Phone: 239.561.1313 \$ amt.: \$800,000+

Your company's Scope of Services for Project: _____

Duration of Contract: START DATE: 2009 END DATE: Active

(5 Points Possible) (_____ Points Awarded – This is either “0” or “5”)

3. Understanding Scope of RFP (15 Points Possible) (_____ Points Awarded)

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

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

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in the RFP. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District. **See attached "Confidential"**

5. Price (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 3 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C"

then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

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

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities and costs provided in Proposer’s proposal.

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

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: Mainscape, Inc / / A Partnership
[Company Name] X/ A Corporation
/ / A Subsidiary Corporation

2. Parent Company Name: N/A

3. Parent Company Address:
Street Address N/A
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____

4. Proposer Company Address (if different):
Street Address 13418 Britton Park Road
P. O. Box (if any) _____
City Fishers State IN Zip Code 46038
Telephone 800.481.9600 Fax no. 317.577.3161
1st Contact Name Zane Stonemane Title Reg. Irr. Manager
2nd Contact Name Jeff Snyder Title VP of FL Ops

5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.
Street Address 4954 Chamberlain Blvd Unit 107C
City North Port State FL Zip Code 34282
Telephone 800-481-0096 Fax No. 317-863-1287
1st Contract Name Richard Wilbert Title Branch Mgr

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated 12/1/2005 Charter No. F05000007055

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? Indiana

- Is the company in good standing with the State? Yes (X) No ()

If no, please explain _____

- Date incorporated Jan. 23, 1985 Charter No. F05000007055

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

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

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

7.1 If yes, provide the following:

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

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

(2017) \$75,148,601, (2018) \$72,887,681, (2019) \$74,111,000.

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

General Liability	\$ <u>1,000,000</u>
Automobile Liability	\$ <u>1,000,000</u>
Umbrella Coverage	\$ <u>10,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>10/1/2020</u>

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

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

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years. 10/14/19, Case #2019CA4666; 8/26/2019, Case #2019CA08854; 6/14/2019, Case #2019CA2367

6/19/18, Case #49D051806CT24225

11/17/15, Case #49D31511CT038339; 10/06/15, Case #49D02-1510CT033429

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

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: South Port Square Randy Barnett 941-456-8478 \$200k+ 10myrs
Bobcat Trail Marge Lawson 941-423-9872 \$250k+ 11 yrs
The Ridge at Wiregrass Marisa Lufkin 813-477-9747 \$600k+ 5yrs
Vanderbilt CC Joey Cope 239-384-5070 \$700k+ 11yrs
Palmira Ken Bloom 239-580-8844 \$600k+ 10yrs
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
1. Riverstrand- contact changed, unknown; MS exited 3yr contract after 1 year, client requiring maintenance of areas without compensation not included in RFP
 2. Veronawalk- contact changed, unknown; Completed 3yr contract but customer chose new vendor, \$800k less than MS during RFP process
 3. Riverstone- 239.331.7535; Finished 3yr contract. No bid due to board and management instability (3 boards, 4 managers in 3 years)
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year. **See attached "Confidential"**
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

<u>Zane Stoneman</u>		<u>Regional Irrigation Mgr</u>	
Name		Position	
<u>Irrigation maintenance and install</u>		<u>23</u>	<u>10</u>
Type of Work		Yrs. Exp.	Yrs. With Firm
<u>Claude Corriveau</u>		<u>Irrigation Operations Mgr</u>	
Name		Position	
<u>Irrigation maintenance and install</u>		<u>33</u>	<u>4.5</u>
Type of Work		Yrs. Exp.	Yrs. With Firm
<u>Ryan Corriveau</u>		<u>Lead Irrigation Tech</u>	
Name		Position	
<u>Irrigation maintenance and install</u>		<u>16</u>	<u>2.5</u>
Type of Work		Yrs. Exp.	Yrs. With Firm
<u>Name</u>		<u>Position</u>	
<u>Type of Work</u>		<u>Yrs. Exp.</u>	<u>Yrs. With Firm</u>

Name	Position
Type of Work	Yrs. Exp. Yrs. With Firm

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

Mainscape, Inc
Name of Proposer

By: Brandon Whaley
Brandon Whaley, Account Executive
[Type Name and Title of Person Signing]

This 16th day of July, 2020.

(Corporate Seal)

Sworn to before me this 16th day of July, 2020.

Colleen A Volk 3/17/24
(Seal) Notary Public/Expiration Date



CORPORATE OFFICERSCompany Name Mainscape, Inc.Date 7/16/2020

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Mark Forsythe	CEO	Overall Managment	Fishers, IN
Bruce Torrance	CFO	Financial Management	Fishers, IN
Jeff Snyder	VP	Florida Overall Management	Naples, FL
FOR PARENT COMPANY (if applicable)			
N/A			

SPECIFICATIONS

- Monthly checks where irrigation system is observed and adjustments are made. Minor problems will be fixed immediately by the individuals performing the irrigation inspection. Any major problems encountered will be listed on a repair order. Set irrigation schedules and programs, adjusting seasonally to insure the proper growth of the grass & plants and also in accordance with any necessary water restrictions.
- If improvements are required, a work order & estimate will be required for approval. Each invoice will be detailed with charges for parts & labor.
- PROVIDE THE FOLLOWING QUARTERLY SERVICES FOR DISTRICT'S SEVEN PUMP STATIONS
 - CHECK AND RECORD INCOMING VOLTAGE
 - CHECK AND RECORD AMPERAGE OF MOTORS
 - CHECK AND RECORD HOUR METER READINGS
 - CHECK AND RECORD FLOW METER READINGS
 - CHECK MOTOR STARTER CONDITIONS
 - VISUALLY INSPECT ALL WIRES FOR HEAT DAMAGE
 - CHECK ALL CONTROL DEVICES FOR PROPER OPERATION
 - DRAIN AND CLEAN CONTROL LINES
 - VISUALLY INSPECT ALL SWITCHES & INDICATOR LIGHTS FOR PROPER OPERATION
 - CHECK PIPES AND FITTINGS FOR LEAKS
 - CHECK MOTORS FOR EXCESSIVE HEAT
 - GREASE MOTOR BEARINGS
 - CHECK FOR EXCESSIVE VIBRATION
 - CHECK MECHANICAL SEAL FOR LEAKS
 - CHECK CONTROL VALVES AND CLEAN WYE STRAINERS AND TUBING
 - CHECK GAUGES AND VALVES
 - MANUALLY FLUSH ANY FILTERS
 - CHECK HYDRO-PNEUMATIC TANKS FOR PROPER AIR

** Vendor will be responsible for any damages caused at no charge to the District.

**PROPOSAL FORM
HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS**

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

Irrigation (All labor and materials including seven pump stations)

(all repairs based on time/materials at \$75.00 pr hr + mat) \$ 18,632.52 /Yr

Freeze Protection (description of ability) there are freeze/rain sensors that can be utilized to shut down irrigation events should temperatures fall below 38 degrees. Should HLP have Hunter IMMS central control capabilities this can be accomplished by the control system.

\$ 90.00 /application **(do not include in Irrigation Total)**

After hours emergency service hourly rate \$ 200.00 /hr. (i.e. broken mainlines, pump & wells, etc.) **(do not include in Irrigation Total)** (for shut off)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate sheet. (all repairs based on time/materials at \$75.00 per hr plus materials)

FIRST ANNUAL RENEWAL \$ 19,191.49 /Yr

SECOND ANNUAL RENEWAL \$ 19,767.24 /Yr

Contractor/Firm Name Mainscape, Inc

Firm Address 13418 Britton Park Rd.

City/State/Zip Fishers, IN 46038

Phone Number 800- 481-0096 Fax Number 317-863-1287

Name and Title of Representative Loren L. Garner
(Please Print)

Representative's
Signature Loren L Garner Date 7/17/2020

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

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

Dated this _____ day of _____, 2020

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

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

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

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

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of Indiana ss:

County of Hamilton

Mark Forsythe

(title) CEO/President of
the Mainscape, Inc

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

Mark W Forsythe

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 17th day of July, 2020

Colleen A Volk

Notary Public/Expiration Date:

(SEAL)



IRRIGATION MAINTENANCE SERVICES AGREEMENT

This Agreement (“Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Infrastructure Management Services, 210 N. University Drive Suite 702, Coral Springs, Florida 33071, and _____ (hereinafter referred to as “Contractor”) with an address of _____.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per quarter to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of irrigation related items that should be performed before the next walk through or other designated time. If the deficient items have not been rectified to the District's satisfaction within the designated time, the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for regular inspections of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of _____ per year as detailed in **Exhibit “B”**, payable in equal monthly installments of _____, for a term of three (3) years unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District’s sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor’s attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than _____, 2020.

V. CONTRACTOR'S REPRESENTATIONS

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

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

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other

remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Protection of Property:** Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscaping, landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable

attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. WORKERS' COMPENSATION: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

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

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, District will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to District within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

X. ATTORNEY'S FEES

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

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that

are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, TEL. (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM.

12. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
13. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To Owner: Heritage Lake Park Community Development District
c/o Inframark Infrastructure Management Services
Attn: Justin Faircloth, District Manager
210 N. University Dr. Suite 702
Coral Springs, Florida 33071

With a copy to: Andrew H. Cohen, District Counsel
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240

To Contractor: Mainscape, Inc
Attn: Mark Forsythe
13418 Britton Park Road
Fishers, IN 46038

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

ATTEST:

**Heritage Lake Park
Community Development District**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

ATTEST:

_____,
a _____

By: _____

Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

IRRIGATION

- Monthly checks where irrigation system is observed and adjustments are made. Minor problems will be fixed immediately by the individuals performing the irrigation inspection. Any major problems encountered will be listed on a repair order. Set irrigation schedules and programs, adjusting seasonally to insure the proper growth of the grass & plants and also in accordance with any necessary water restrictions.
- If improvements are required, a work order & estimate will be required for approval. Each invoice will be detailed with charges for parts & labor.
- **PROVIDE THE FOLLOWING QUARTERLY SERVICES FOR DISTRICT'S SEVEN PUMP STATIONS**
 - CHECK AND RECORD INCOMING VOLTAGE
 - CHECK AND RECORD AMPERAGE OF MOTORS
 - CHECK AND RECORD HOUR METER READINGS
 - CHECK AND RECORD FLOW METER READINGS
 - CHECK MOTOR STARTER CONDITIONS
 - VISUALLY INSPECT ALL WIRES FOR HEAT DAMAGE
 - CHECK ALL CONTROL DEVICES FOR PROPER OPERATION
 - DRAIN AND CLEAN CONTROL LINES
 - VISUALLY INSPECT ALL SWITCHES & INDICATOR LIGHTS FOR PROPER OPERATION
 - CHECK PIPES AND FITTINGS FOR LEAKS
 - CHECK MOTORS FOR EXCESSIVE HEAT
 - GREASE MOTOR BEARINGS
 - CHECK FOR EXCESSIVE VIBRATION
 - CHECK MECHANICAL SEAL FOR LEAKS
 - CHECK CONTROL VALVES AND CLEAN WYE STRAINERS AND TUBING
 - CHECK GAUGES AND VALVES
 - MANUALLY FLUSH ANY FILTERS
 - CHECK HYDRO-PNEUMATIC TANKS FOR PROPER AIR

** Vendor will be responsible for any damages caused at no charge to the District.

EXHIBIT “B”

CONTRACTOR’S PROPOSAL FORM

HERITAGE LAKE COMMUNITY DEVELOPMENT DISTRICT



E: 43992

LANDSCAPE MAINTENANCE SERVICES

GARNER, LOREN L.

2020-2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Comments: Irrigation

CUSTOMER

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

	Price	Qty	Subtotal	Tax	Total
IRRIGATION SYSTEM MAINTENANCE					
IRRIGATION CHECK - MONTHLY	1,552.71	12.00	18,632.52	0.00	18,632.52

Please refer to last page for service specifications.

Total Sales	18,632.52
Tax Amount	0.00
Contract Amount	\$ 18,632.52



E: 43992

LANDSCAPE MAINTENANCE SERVICES

GARNER, LOREN L.

2020-2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Comments: Irrigation

12 payments of \$1,552.71

NOTES: Irrigation

Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net 30 Days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid 12 months from 1/1/2021 5:00:00 AM unless otherwise specified. And will thereafter renew annually unless a written notification is sent by either party to the other 30-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Mainscape or Purchaser may cancel this agreement at any time by giving a 60 day notice, or Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

Purchaser's
Signature _____ Title _____ Date _____

Printed
Name _____ As Agent
For: _____

Contractor's
Signature _____ Title _____ Date _____

Printed
Name _____ Company _____

Note: Proposal may be withdrawn
if not accepted within 45 days of _____. Signed _____

Please check the following information and make any necessary corrections. Thank You!

Service Location

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983

Billing Address

HERITAGE LAKE PARK CDD
25635 HERITAGE LAKE BLVD
PUNTA GORDA, FL 33983



CERTIFICATE OF LIABILITY INSURANCE

 Agenda Page 557
 DATE (MM/DD/YYYY)
 09/20/2019

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 FAX (A/C, No): (317) 464-5001 E-MAIL ADDRESS: kathyhoyer@mcgowaninc.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Florists' Mutual Insurance Co</td> <td>13978</td> </tr> <tr> <td>INSURER B: Philadelphia Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Florists' Mutual Insurance Co	13978	INSURER B: Philadelphia Insurance Co.	18058	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Mainscape, Inc.; Mainscape Fishers, LLC 13418 Britton Park Road Fishers IN 46038															

COVERAGES**CERTIFICATE NUMBER:** 2019-20 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP13716	10/01/2019	10/01/2020	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
	<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	10/01/2019	10/01/2020	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
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX09712	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT 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 N	N / A	WCN3074518	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or rented Equip B Employee Dishonesty			BP13716 / PHSD1384826	10/01/2019	10/01/2020	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 and Waiver of Subrogation per form SBFAE (02/18) and primary, non-contributory per form CA0449 (11/16). Workers' Compensation Waiver of Subrogation per form WC000313 (04/84)

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



Page 14, 7.1

Florida Market only, comparable scope and size over last 5 years

1. Gateway CDD, 11 years, current client
2. GL Homes/Valencia Del Sol, 2 years, current client
3. GL Homes/Ridge at Wiregrass, 4 years, current client
4. Reflection Lakes, 4 years, current client
5. Palmira Master Association, 9 years, current
6. Vanderbilt Country Club, 13 years, current client
7. Pulte/Del Webb Naples, 7 years, current client
8. Crown Colony, 10 years, current client
9. Hawthorne Community, 6 years, current client
10. Lennar/Portico, 1 year, current client
11. Lennar/La Morada, start August 2020, current client
12. Collier County Roadways (improved medians), 6 months, current client
13. GL Homes/Valencia Lakes, 5 years, not a current client
14. Riverstrand, 1 year, not a current client
15. Riverstone, 3 years, not a current client
16. Verona Walk, 3 years, not a current client
17. Kings Point Federation, 4 years, not a current client
18. Solivita, 5 years, not a current client

Outside of the Florida Market, Mainscape works in 14 additional states serving corporate campuses of Eli Lilly, DOW, GM and Allison Transmission, the Indianapolis Motor Speedway and military bases including Vandenberg (CA), Camp Legeune (NC), Tri-Command (SC), Fort Knox (KY), Fort Hood/Fort Bliss (TX), Fort Benning (GA), Fort Wainwright/Elison AFB (AK), Fort Drum (NY), Hickam Field (HI) and Fort Leonard Wood/Whiteman AFB (MO).



MAINSCAPE®

The Leader in Landscape Solutions

THE MAINSCAPE STORY

**From humble ministry project to award-winning
national landscape company in only a few decades,
this is our story**



Our Mission

Building Relationships and Empowering People

Our Values

- .Build Partnerships-** Create mutually beneficial partnerships with ideal customers and employees
- .Empower People-** Recruit and then develop the unique talents of our team members
- .Embrace Growth-** Continuously improving personally, organizationally and numerically
- .Promote Stewardship-** Conduct business in a responsible and profitable manner focused on the future

ABOUT US

Our mission, vision and values move us forward



HOW WE STARTED

Mainscape started out as a humble campus ministry project in 1980 when a couple of Ball State University students in Muncie, Indiana got together to mow lawns over summer break. Today, after 37 years of hard work and tremendous growth, Mainscape has evolved into a national company with highly-talented and dedicated employees.



WHO WE ARE

Mainscape is one of the United States' largest, privately owned landscape companies with over 1,000 dedicated employees. We maintain corporate campuses, commercial real estate, HOA and CDD properties, as well as housing for our service men and women on the nation's largest military bases.



WHAT WE DO

Mainscape exceeds expectations in the delivery of landscape maintenance, water management, irrigation maintenance, agronomic programs, property enhancements and snow services. Our talented collection of experts work to stay on the cutting edge of scientific advancement in landscaping, water management, agronomic and communication service.



WHERE YOU'LL FIND US

With over thirty branches in thirteen states, from coast to coast you'll find us in every growing zone and weather condition. For over 15 of our 30 plus years, we have been ranked in the Top 100 Companies by *Lawn and Landscape* magazine.. You **won't** find us competing with other landscape companies. Our only competition is ourselves, being better than we were yesterday.



WHY WE'VE BEEN SO SUCCESSFUL

It's because we live our core values every day. Our strength and success is centered on creating mutually beneficial partnerships with customers and employees possessing similar values and goals. To deliver the highest quality landscape services, Mainscape recruits and develops the unique talents of leaders in our field. Lastly, we conduct business in an economic and ecologically responsible manner for all of us.

MAINSCAPE SERVICES

We have a solution for every challenge

SERVICES OVERVIEW

A service for every season and reason



LANDSCAPE MAINTENANCE

Most of the property owners and managers we partner with require some level of landscape management, including everything from cutting grass to pruning, weeding, treating the turf and other basic needs.



IRRIGATION MANAGEMENT

Mainscape's professional irrigation management services consist of routine inspections and repairs of a system's efficiency and uniformity along with long-range planning. Research has shown that our water management program can reduce irrigation consumption by up to 60%.



AGRONOMIC SERVICES

Mainscape agronomy experts use sustainable practices that protect streams, lakes and ground water by customizing pesticide and fertilizer usage based on your property's unique needs. We can provide your property with the leading edge in scientific and environmental research.



SNOW AND ICE MANAGEMENT

Not all of our customers need snow and ice management, but those who do rely on this service. Whether your snow accumulation is in inches or feet, we have the teams and equipment to clear your property and make it safer.



PROPERTY ENHANCEMENTS

Sometimes property owners and managers need to enhance their property with services that go beyond basic landscape management. From light arbor care to flower bed maintenance, and redesigning and refreshing entryways, we offer many solutions for property improvement. In addition, our team is able to provide special services for your community's unique needs, such as maintenance for bocce courts, rooftop gardens and even butterfly gardens.

LANDSCAPE MAINTENANCE

Year-round planning for your unique needs

You'll find our clients nationwide. From residential HOAs to commercial properties, military facilities and more, we work hard every day to meet their unique needs and budgets. Whether it's **turf care**, **seasonal plantings**, or **property detailing**, we develop customized programs to exceed your expectations.

First impressions are everything. And visitors form theirs when they see your landscape. That's why the **highest quality of care** is so vital to making your lawn and plants beautiful and soil healthy. Our experts use the **latest in lawn care science and technology** to keep your landscaping looking its best all year round.

At Mainscape we believe it is our responsibility to **reduce our carbon footprint** by exploring and focusing on different technologies, energy sources and equipment. We are working to reduce our carbon footprint by converting to **alternative fuel sources**, including U.S. produced propane. It's just one more way Mainscape continues to be a leader in environmental stewardship.



IRRIGATION MANAGEMENT

A deep dive into conservation and savings

Mainscape's professional irrigation management services consist of **routine inspections, repairs** and **long-range planning**. Our highly trained irrigation technicians can analyze and increase the **efficiency and uniformity** of your system's water distribution to save resources and money as well as reduce hot spots.

Long-range planning is imperative in irrigation management. Our irrigation team can provide you with a **cost-benefit analysis** to determine if and when the time is right to replace your system.

An aggressive **water management program** is vital to water conservation and savings. Our program has the capability to analyze weather data from the past 30 years to determine a landscape's average monthly irrigation needs. To ensure current conditions are in line with historical averages, our **Director of Agronomy monitors environmental conditions weekly**. Technicians can then be dispatched to adjust distribution levels and run times based on current conditions and your landscape's requirements.

Research has shown that Mainscape's water management program can reduce irrigation consumption by up to 60%.



AGRONOMIC SERVICES

Where beauty and healthy come together

Mainscape is on the **leading edge in scientific and environmental research**, working closely with universities nationwide.

Pesticides and fertilizers can have a high environmental impact on streams, lakes and ground water. At Mainscape we take our responsibility seriously, following **Best Management Practices** maintaining your landscape.

Upon request, Mainscape can provide you with a **customized fertilization program** based on your landscape's soil samples. The soil data is analyzed to tailor the amount of pesticides, fertilizers and water applied to your landscape. With a customized program, your soil receives the **right amount of treatment** it needs to **minimize unneeded chemicals**. Testing may be continued periodically to make any necessary adjustments.

Due to the nature of Mainscape's services, an **environmental commitment is standard**. Mainscape strives to conserve, promote and enhance the present and future availability of the property's resources. We recognize the importance of sustainable practices for the environment through **water conservation, water quality and resource conservation**. To align expectations with a sustainable landscape, Mainscape embraces **employee education and training** for sound fundamental principles.



PROPERTY ENHANCEMENTS

Special services, from unique to every day

Customers often partner with Mainscape for our core services — landscape management, snow and ice management, irrigation and agronomy — and the solutions they provide. Often, though, they also need something more — something special. That's where the special services of Property Enhancements come in to play.

Property Enhancement is a catch-all term we use for anything outside our core services, but is still within the framework of keeping your property beautiful, healthy and safe. Typically, property enhancement involves **light arbor care, flower bed maintenance**, as well as **paver installations** walks, patios and walls. But, occasionally, property enhancement includes unique solutions.

For example, our specialists currently care for **bocce courts, butterfly gardens, rooftop gardens, lawn bowling lanes, corporate gardens** and more. You name it and we are probably mowing, tilling, watering and feeding it. For us, providing special services is a way for our enthusiastic teams to flex their skills and capabilities in unique situations. And help property managers meet and exceed the unique needs of their residents.



MAINSCAPE APPROACH

Proactive, not reactive, we deliver solutions for your needs

SOLUTIONS

A proactive partner makes your life easier



SOLUTION PROVIDER

Being proactive and not reactive is one of our strengths as a company. With **a dedicated management team** we're able to provide quicker response times and not miss issues when they arise.

- Weekly Service Reports and Monthly Site Quality Inspections
- Flexible Contracting
- Ongoing Education/Consultation



EXPERIENCE

To provide you and your stakeholders with the proper solutions and excellent outcomes you deserve, we rely on outstanding leaders. So we **extensively train our crews, promote senior staff from within** and **recruit industry leaders**. Nationwide we have **dozens of certified specialists** contributing to a **network of shared knowledge and experience**. That means you have the full expertise of Mainscape behind you, offering the best long-term solutions available.



COMMUNICATIONS

We believe in open communication. An **informed partner** is a **happy partner** and just makes your job easier. That's why we provide:

- Dedicated Management Team
- Constant Connectivity through web and phone
- Regular Reporting
- Customer Service Request (CSR) system online



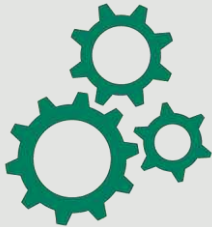
TRANSPARENCY

Knowing and understanding what you are paying for is not only important to you, but your stakeholders as well. Which is why we build our estimates utilizing:

- Fact Based Estimating
- Historical Data and Real-Time Product/Labor Costs
- A Collaborative Approach to Reach Agreement

SOLUTIONS

(Continued from previous page)



TEAM BUILDING

Great employees lead to great teams and environments. That's why as a **People First™ company** we recruit and retain the best talent possible. To insure you get the best possible service team, we implement the following:

- E-Verify (legal status verification)
- Initial and Ongoing Background and Drug Screening
- Initial and Ongoing Safety Training
- Initial and Ongoing Education
- Engaged Leadership on every level



SAFETY

Safety is foremost in every property manager's mind — you'll be glad to know it is in ours. We begin with the initial screening to determine compatibility with our culture, but **continually monitor employee behaviors**, trends in **incident reporting**, and implement an **exceptional safety program** to keep all of us safe. *A more detailed look follows in this section.*



PLANNING

Every long-lasting partnership starts early with proper upfront planning when it's important for us to understand your needs, goals and expectations. After developing a customized program, we kick off our **"Start It Right" Transition Plan**. This begins a countdown clock with a checklist of specific milestones for appropriate personnel. Then after work starts, we begin an **intensive client site review process** with planned check-ins and corrections **every 30, 60 and 90 days**. Our goal is that after 90 days, everything is moving forward smoothly.



PARTNERSHIPS

Ultimately, The Mainscape Way is about forming long-lasting partnerships built on **aligned values**, such as **loyalty, honesty and trust**. Why?

- We bring the right people to your site
- We are transparent with you so you can trust us
- We strive to improve, always
- We value nature, and that's why we work so hard to take care of it

CUSTOMER SERVICE

It's what sets us apart



We value your time. Keeping the customer informed during the service process helps set Mainscape apart from the competition. The communication process may include emails, text messages, phone calls, property inspection reports, site meetings, and photo documentation. Mainscape's efficient customer service process provides industry-leading service:

CUSTOMER SERVICE REQUESTS (CSR)

Our customer service staff is available to process all your service requests. Whether it's an online request or a phone call, a CSR is entered into the system to begin the process.

PROMPT ACTION

Within a few minutes of the CSR being entered, an alert is sent to the appropriate Mainscape representative. The Mainscape representative will resolve the issue in a timely fashion. High-priority requests will be handled within 1-2 business days. General requests will be handled within 3-5 business days, unless other arrangements are made with you.

SWIFT RESOLUTION

Once the request has been completed, you'll be notified of the resolution. All service records are then stored electronically, allowing for accurate tracking and documentation of your service requests. Providing you with the most up-to-date information about the status of your property is paramount.

KEEPING YOU UPDATED

At Mainscape, we like to keep our customers, potential customers, family and friends informed about what's going on here. Through our Mainscape social media networks, we work hard to provide you with relevant information.

- Join us on **Facebook** to see what's happening at Mainscape
- Connect with the Mainscape team via our company **LinkedIn** Page

CUSTOMER SERVICE

It's what sets us apart

Detailed CSR Report

Our proprietary platform tracks every request made and Mainscape can set up an automatic weekly, bi-weekly, or monthly report sent directly to your relevant staff member.

SUN RIVER - ST. GEORGE COMMUNITY ASSOCIATION, INC								
Ops Mgr:		KNIGHT, TREY			Acct Mgr:		KNIGHT, TREY	
Account Executive:		DELLINGER, PRESTON			Start Date:		End Date: 8/22/2017	
					8/22/2017			
CSR ID	Created Date	Caller Name	Status	Category	Priority	Due Date	Reason Code	Accountable
New								
316941	8/22/2017	Gordon Ortel	New	None	Medium	8/24/2017	Flag - green (no trim)	KNIGHT, TREY
Description: 4900 Woodruff Circle - Lot 1912 - Special instructions please dont Prune								
316944	8/22/2017	Kelle Crouch	New	None	Medium	8/24/2017	Agronomy - Turf Weeds	KNIGHT, TREY
Description: 1703 Heatherglenn, Lot 1299 - She Has weeds in her grass and Weeds in the gravel down the side of her house								
316951	8/22/2017	Gerald Corseger	New	None	Medium	8/24/2017	Sod Issues	KNIGHT, TREY
Description: 1629 Wonderstone Drive - Please call. Fixing a timer is not the answer. I need new sod (grass)								
CSR ID	Created Date	Caller Name	Status	Category	Priority	Due Date	Reason Code	Accountable
Closed								
316939	8/22/2017	Kelle Crouch	Closed (8/22/2017)	None	Medium	8/24/2017	Irrigation - Other	KING, NATHAN DALE
Description: 1682 Warm River, Lot 214 - Requesting usage to 3 times a week for 30 Min								
Action: Clock set correctly.								
316916	8/22/2017	Elise Tuttle	Closed (8/22/2017)	None	Medium	8/24/2017	Irrigation - Broken Sprinkler Head	KING, NATHAN DALE
Description: 2059 Sunstar - Broken Sprinkler Head in the front yard.								
Action: Replaced broken head.								

CSR Stats by Reason & by Status

You'll know exactly what is happening on your property and we share transparently how we are responding to every question, concern or seasonal challenge.

Accountable/Cust. ID	CSR ID	Short Description	Created Date	Count	%
				152	
Agronomy - T/S Disease				3	1.97 %
Agronomy - T/S Fert				1	0.66 %
Agronomy - T/S Pest				3	1.97 %
Agronomy - Turf Disease				2	1.32 %
Agronomy - Turf Fert				2	1.32 %
Agronomy - Turf Pest				4	2.63 %
Agronomy - Turf Weeds				3	1.97 %
Cleanup Clippings				2	1.32 %
Dead Tree				1	0.66 %
Holes				1	0.66 %
Irrigation - Broken Sprinkler Head				9	5.92 %
Irrigation - Emergency Line				1	0.66 %
Irrigation - Leak				6	3.95 %
Irrigation - Other				18	11.84 %
Irrigation - Proposal/Enhancement				2	1.32 %
Irrigation - Repair				5	3.29 %
Landscape Maintenance				1	0.66 %
Mowing - Turf Damage				1	0.66 %
Mulching				3	1.97 %
Plant Replacement				6	3.95 %
Proposal for Extra Services				2	1.32 %
Repairs/Damage				7	4.61 %
Sod Issues				2	1.32 %
Stake Tree				7	4.61 %
Trimming - missed/unfinished				4	2.63 %
Trimming Requests				45	29.61 %
Weed Issues - Beds				9	5.92 %
Weed Issues - Pavers/Driveway				2	1.32 %
Total				152	
Accountable/Cust. ID	CSR ID	Short Description	Created Date	Count	%
				149	
Closed				10	10.74 %
In-Process				1	0.67 %
New				128	85.01 %
Overdue				4	2.68 %
Total				149	

E-VERIFY & BACKGROUND CHECKS

Never worry about who's on your property again

We understand that your primary concern is the safety and security of your organization and the people you represent. To settle for anything less is out of the question. That's why we put every potential employee through a rigorous background check and E-verify certification process.

BACKGROUND CHECKS

We perform drug screening and criminal background checks on all prospective employees. Only after they clear our in-depth process do they join the Mainscape team and gain permission to enter your property. We also continually monitor employee behavior making sure issues such as substance abuse don't arise. If we can help an employee, we do. If we can't, they are no longer employed with us.



WHAT IS E-VERIFY?

E-Verify is an internet-based service provided by the Department of Homeland Security. This service allows businesses to log on and electronically verify if a potential employee is eligible to legally work in the United States. This service is the fastest and best way a company can check eligibility.



WHAT ARE THE RESULTS?

Your property is safe and secure! Mainscape expects the best from their employees and knows that by adopting this set of strict hiring practices, we've separated ourselves from the competition. Mainscape has these strict standards in place so that each property is safe and secure. And you can rest assured we have your best interests at heart.

SAFETY & BEST PRACTICES

A commitment to your stakeholders and our employees

At Mainscape, we are passionate about safety and following best safety practices. In every Mainscape employee, we instill the 4 Keys to Safety, which we expect them to not only practice but live daily.

- **S-** Be aware of your **surroundings**
- **A-** Personal **accountability**
- **F-** Watch out for your **family/others**
- **E-** Know your **equipment**

DRIVING

Before any of our employees may get behind the wheel of a company vehicle, they receive safety instruction and training through Smith System®, the leading provider of collision avoidance driver training.

UP-TO-DATE INFORMATION

Each week, we send a detailed "Safety News" newsletter to our teams. We discuss current operations, any safety topics we feel need to be covered and keep a running total of days without an injury (Sample in following pages). Mainscape also requires OSHA 10 and 40 hour training for crew leaders, operations and branch managers. This aides leaders in promoting a culture of safety and accountability within the team.

GREENIUS TRAINING SYSTEM®

Each new employee starts with this program, designed specifically for landscape professionals. This video- and quiz-based program teaches landscaping best practices in proper equipment care and use as well as how to reduce injuries and improve quality. We believe the Greenius System provides our employees with a strong foundation on which we can continually build.

HANDS-ON TRAINING

New employees are also given a training guide. Branch Mangers or Operations Managers then use the guide for hands-on training with the employees. Only after they work through the guide and prove they know how to operate the equipment safely, does a manager sign off on their ability. This allows us to make sure that all employees have been properly trained prior to using the equipment on your property.

SAFETY RODEO

Each spring, we hold a large training event for all the employees, which we call "Safety Rodeo." This hands-on training brings new and seasoned team members together, creating an open environment where they can interact in the field, work together, mentor, learn and grow as landscaping professionals. We cover every piece of equipment they may use, cross train between divisions, and cover cultural topics as well.

SAFETY & BEST PRACTICES

(Continued from previous page)

Weekly Safety News Letter

(English, Spanish and Creole)

MAINSCAPE®

SAFETY NEWSLETTER NO. 35

AUGUST 27, 2018

SPRAINS AND STRAINS

Sprains and strains are two of the most common injuries, and can happen at any age, and they continue to be the number one type of injury within our company. They can happen during sports, at school, on the job, walking the dog, or even getting into the bathtub. By following a few simple rules, many of these injuries can be avoided or their severity greatly reduced. Medical evidence has shown that performing warm-up exercises before work and after breaks reduces strain and sprain type injuries.

SPRAINS AND STRAINS: WHAT IS THE DIFFERENCE?

The words sprain and strain are often used interchangeably, but are very different ailments. Sprains are an injury to the ligaments, while strains are a problem of the muscle or tendon.

- **Sprain:** A sprain refers to the over stretching and/or tearing of a ligament. A ligament is the fibrous band of connective tissue joining one end of a bone with another. They are important for supporting the body's joints. For example, a ligament connects the knee with the lower leg, allowing people to walk and jog.
- **Strain:** A strain is an injury to a muscle or tendon. The tendons are fibrous cords of tissue that attach the muscles to the bones. They provide the body stability and a range of motion. One of the most commonly mentioned is a back strain.

CAUSES OF SPRAINS AND STRAINS:

Sprains are caused by direct or indirect trauma that overstretches the supporting ligaments. In some cases, the ligament may even rupture. Sprains can occur when a team member jumps from a truck bed, steps off an uneven surface, or falls from a mower.

Symptoms of a sprain may include:

- Pain
- Swelling
- Bruising
- Inability to move joint

Strains result from an overuse of muscles and tendons. Prolonged, repetitive movement without a break, can precipitate a strain. This injury may occur when lifting a heavy object or using powered hand equipment all day.

Symptoms of a strain may include:

- Pain
- Muscle spasms
- Muscle weakness
- Swelling
- Cramping
- Difficulty moving muscle

TREATING SPRAINS AND STRAINS:

Overall, the therapy for both sprains and strains is similar. There are a variety of treatments that can relieve pain, swelling, and inflammation. Your job entails manual labor and therefore there will be times that your body aches and is sore, but these are considered minor and do not require a visit to a medical facility. Sprains and strains can take anywhere from 2-6 weeks to fully recover. There are ways to treat at home and that consists of RICE therapy:

- R – Rest
- I – Ice
- C – Compression
- E – Elevation

A common error made in treating sprains or strains is to prescribe anti-inflammatory medications for pain relief or steroids for the inflammation. Muscles, tendons and ligaments—like bones—heal with an initial and necessary inflammatory reaction in the tissues. This inflammation removes any localized bleeding or bruising and attracts healing factors from the bloodstream to repair the tissue damage. Reducing or inhibiting the inflammation early on will compromise the ability for the damaged tissue to heal. Time heals sprains and strains, so far too often our team members are taken to medical treatment facility, prescribed medications and released back to work. Pain medication does not heal injuries. It only helps deal with the pain. The case very well could have been managed utilizing the home care methods mentioned above along with additional light duty work.

Continue on Page 2

SAFETY UPDATES

Safety Counts

Record - Camp Lejeune, NC = 1481 Days

BRANCH	DAYS WITHOUT A RECORDABLE INJURY
Las Vegas (Islands SPR)	1818
FL Leonard Wood, MO	1418
Tri-Command, SC	1114
Michigan (N)	1026
FL Myers Central	1023
Central FL Fert (N)	966
South FL Irrigation	910
Central FL Irrigation	880
FL Benning, GA	842
Hickam, HI	737
IPC North, HI	737
FL Campbell, KY	661
Donita Springs	424
Tampa South	418
Naples South	414
Utah	380
FL Myers East	329
South FL Fert	321
Camp Lejeune, NC	291
Naples North	282
FL Bliss, TX (N)	84
FL Hood, TX	70
Myrtle Beach North	67
Myrtle Beach South	65
FL Myers West	65
Wilmington, NC	64
Tampa North	58
Indy North	51
North Port, FL	46
Tampa East	35
Marco	35
IPC South, HI	24
FL Drum, NY	11
Naples East	10
Alaska	9
Indy Downtown	0

PICTURE OF THE WEEK



KEYS to SAFETY



SAFETY STARTS WITH YOU

This document is proprietary and confidential. No part of this document may be disclosed in any manner to third party without the prior written consent of Mainscape, Inc.

DIAMOND MAPS

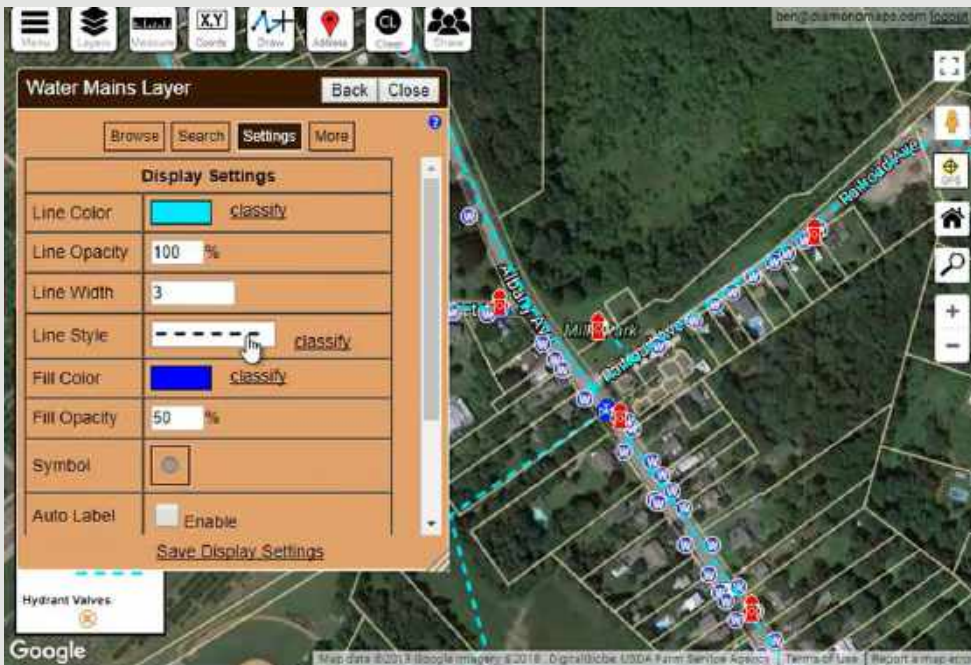
Cloud based Geographic Information System

Measure it, map it, or inventory it, our system brings your property right to your fingertips.



DIAMOND MAPS

(Continued from previous page)



Customizable: Mainscape operation teams are able to manipulate layers and data within the DM system to create a historical record of both property assets (using GPS coordinates), operational rotations, safety documentation, and property changes.



CUSTOMER REPORTS

An informed partner is a happy partner

To keep you up to date on everything happening at your property, the local operations team sends out a weekly overview of services performed. Mainscape is also able to provide a monthly Quality Inspection with Mainscape and Property representatives creating the report together.



MAINSCAPE, INC WEEKLY SERVICE REPORT

David Wellman

WEEK OF: 5/21/2018

PROPERTY: Toroweap

PRE-EMERGENT: Spring application complete. Fall application planned to begin in September.

LAWN CUTTING: (MOWING/ EDGING) Mow without edging completed last week. Mow with edging scheduled this week.

FERTILIZATION/ PEST: 2nd fertilization complete. Insecticide application complete. 3rd fertilization scheduled for June.

BED CARE: (PRUNING/ WEEDS/ BLOWING): Late spring pruning completed. Early summer pruning scheduled mid-June.

Post emergent scheduled to pull and spray weeds every Friday. We will send workers more or less frequently as needed.

Blow/clean-up crew will begin in November.

IRRIGATION: Late spring programming is complete.

Settings = Turf irrigation is being set to 4 days per week.*
Run times will have 3 start times anywhere between 4 to 7 minutes.

Drip will be 3 day a week.*
Run times will have 1 start time and run anywhere between 30 to 45 mins.

*Each home and even specific home areas are unique. No climate is the same!

IRRIGATION CUSTOMER SERVICE REQUESTS: Week of 5/14/18 – 5/18/18

Closed- 1 In-process- 0 New- 0 Overdue- 0

MAINTENANCE CUSTOMER SERVICE REQUESTS: Week of 5/14/18 – 5/18/18

Closed: 2 In-process: 0 New: 0 Overdue: 0

Please, if you have any other concerns feel free to contact me.

Have a great day, David Wellman!

22

CUSTOMER REPORTS

(Continued from previous page)

Kings Point Weekly Irrigation Report Week of September 18th, 2017

Monthly Inspection / Minor Repairs

Week	Date	Section A	Section B	Section C
1	September 4-8	Completed	Completed	Completed
2	September 11-15	Completed	Completed	Completed
3	September 18-22	In Process	In Process	Completed
4	September 25-29	In Process	In Process	In Process

Here is a set weekly inspection schedule to better keep everyone informed of when and where irrigation inspections are being performed. Areas are as follows:

Section A

Week 1 - Andover, Cambridge, Knolls I, II, III, Bedford, Fairfield and Manchester.

Week 2 - Ellsworth, Gloucester and Quail Pass.

Week 3 - Highgate I, Lancaster I, II, III.

Week 4 - Highgate II, III, IV, Lancaster IV.

Section B

Week 1 - Northcutt I, II, III, IV, V.

Week 2 - Worthington, Oxford I, II, Radnor I, II, Yorkshire.

Week 3 - Princeton, Tremont I, II, Southampton I, II, Villeray.

Week 4 - Manchester I, II, III, IV, Somerset.

Section C

Week 1 - Brookfield, Acadia I, Edinburgh, Huntington, Fairbourne.

Week 2 - Jameson, Maplewood, Acadia II, Lyndhurst.

Week 3 - Grantham, Kensington, Devonshire, Inverness.

Week 4 - Richmond, Oakley Green, Corinth, Portsmouth.

Weekly Irrigation Report

at irrigation inspection

am I back on,

in zones operating with

performing a monthly
rate with the

Previous Reported Items

None to report at this time.

Additional Repairs Outside Of Contract

None for last week

Irrigation Lateral Upgrades

Completed MP work at Andover F to help with spray and run off, spoke to POC, all good. (Completed 9/21/17)

Enhancement

Associations that have not had their enhancement done, will have it resent to them for approval.

Associations that have approved their enhancement and are on the schedule are:

For the latest update on current restoration and assessment project scheduling, this may be viewed on Restoration and Evaluation Requests attachment.

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Irrigation Lateral Upgrades

2213 Oakley Greens Dr. completed adding drip to plant bed, requested by homeowner. (Completed 9/12/17)

Enhancements

Associations that have not had their enhancement done, will have it resent to them for approval.

Associations that have approved their enhancement and are on the schedule are:

For the latest update on current restoration and assessment project scheduling, this may be viewed on Restoration and Evaluation Requests attachment.

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CUSTOMER REPORTS

(Continued from previous page)

Service Schedules & Scope of Work



2017 Overview Schedule for:

Kings Point

Service Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Mowing Weekly				4	5	4	4	5	4	4			30
Bi-weekly mow	2	2	2								2	2	10
Manicure/Trim	2	2	2	4	5	4	4	5	4	4	2	2	40
Hardline Edging	3	1	3	2	2	2	2	3	2	2	1	3	20
Bed Edging	3	1	3	2	3	2	2	2	2	2	1	3	20
Shrub Pruning	3		1		1	3	1	1	3	1		1	16
Weeding	3	1	3	1	1	3	1	1	3	1	1	3	12
Irrigation Inspection	3	1	3	1	1	3	1	1	3	1	1	3	12
Palm Pruning					1								1
Palm Pruning										3			1
Canopy Lifting				3					1				2
Lawn Nutrient App		1			1			1		3			4
Palm Nutrient App		3			3			3					2
Shrub Nutrient App		3			3			3					3
Palm, Shrub & Turf Pest Control App	3	3	1	1	3	1	1	3	1	1	1		10
Approximate Schedules													

PROPOSED SOLUTIONS

**We believe that we can meet any requirements
necessary to meet your needs, and are prepared to
go to work with the following plan**

THE MAINSCAPE TRANSITION PLAN

With “Start it Right” we do it right

The Mainscape “Start it Right” Transition Plan is a proven and time-tested system. We’ve successfully launched projects in the most challenging and remote environments in America, including Alaska and Hawaii, the desert conditions in California, Utah and Las Vegas, snow regions in upstate New York and Michigan, and several large, site-based projects in sub-tropical Florida.

Our Transition Plan works like this: As soon as the contract is signed, we kick off our 60-day countdown with a checklist of action items. Your dedicated management team begins formulating plans for operational success. Once we hit 30 days, we begin ramping up our operation by giving employees specific checklists to accomplish, making sure personnel have the proper expectations and understanding of the site, and matching up specialized employee skills with your property’s needs.

On the official start date, we start a new clock. This begins our 30, 60 and 90-day intensive client reviews. These mandatory check-ins are used to determine if we’re meeting your expectations and that everything is proceeding as planned. This allows us to make changes as needed. The Mainscape goal is that after 90 days, everything is moving forward smoothly and you’re happy with the results.



Company Profile

Company Legal Name:	Mainscape, Inc
Street Address:	13418 Britton Park Road
City, State, Zip:	Fishers, IN 46038
Tax I.D. Number:	35-1633580
Main Ph. Number:	317.577.3155
Main Fax Number:	317.577.3161
Parent Company:	No Parent Company
Public or Private Company:	Privately Owned
Years in Business:	33 years
Number of Employees:	1,000 EE's
Number of Current Clients:	2500

References

Regardless of size or need, we can help

Customer Agency Name:	Eli Lilly & Co.
Contact Name:	Jeff McClain
Contact Title:	Supplier Relationship Manager
Email Address:	McClain_Jeffery@lilly.com
Phone Number:	800.545.5979
Length of current contract:	5 years (contracted through 2021)
Value:	\$2.3 million
Property Type:	Commercial Campus

Customer Agency Name:	Reflection Isles
Contact Name:	Craig Allenbaugh
Contact Title:	Board Member/LC Liaison
Email Address:	craigibod1@gmail.com
Phone Number:	239.691.2818
Length of current contract:	2+ years (contracted through 2021)
Value:	\$640,000 with 500 homes
Property Type:	HOA

Customer Agency Name:	JLL
Contact Name:	Jonathan Harrell
Contact Title:	General Manager
Email Address:	jonathan.Harrell@am.jll.com
Phone Number:	813.802.8177
Length of current contract:	3+years (contracted annually)
Value:	\$150,000
Property Type:	Commercial Properties(multiple)

CONTACT US

**Mainscape, Inc.
Corporate Office**

13418 Britton Park Road
Fishers, IN 46038

Phone: 1-800-481-0096

E-mail: customerservice@mainscape.com

**Brandon Whaley
Orlando/Tampa Account Executive**

Direct: 1-317-517-9483

Cell Ph: 1-407-508-0540

E-mail: bwhaley@mainscape.com



10C.



Fitness Services of Florida, Inc.

4220 Northwest 120th Ave, Coral Springs Florida 33065 * 954.753.6088

www.gvmrepair.com

PREVENTATIVE MAINTENANCE AGREEMENT **Renewal**

THIS AGREEMENT made this 6 July 2020 between **FITNESS SERVICES OF FLORIDA, INC.** (Servicer), located at 4220 Northwest 120th Avenue, Coral Springs, Florida 33065, and **Heritage Lake Park Community Development District** (Customer), located at 25635 Heritage Lake Boulevard, Punta Gorda, Florida 33983.

Attention: **Justin Faircloth,**

WHEREAS, Customer desires to engage Servicer to provide preventative maintenance services to certain equipment owned and/or operated by Customer at the following location(s) listed on *Exhibit A*; and

WHEREAS, the equipment to be serviced is listed on *Exhibit A* attached hereto; and

WHEREAS, the schedule for regular maintenance of the equipment shall be as listed on *Exhibit B* hereto; and

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Term.** This Agreement shall be for a term of one (1) year, commencing on **September 1, 2020**. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. Thirty days prior to the end of term a renewal will be automatically submitted to the customer for approval.
2. **Services to be Performed.** The services to be performed by Servicer are as follows:
 - A. **Regular Maintenance.** Each regularly scheduled FULL MAINTENANCE PLAN visit will include all covered equipment being inspected, thoroughly cleaned on the interior and exterior, and lubricated and adjusted in accordance with manufacturer's specifications (the cost of materials used for standard maintenance is included in the maintenance fees). Additionally, any necessary repairs will be identified, and an estimate provided to Customer for such repair work (such repair work will only be performed upon Customer approval).

Servicer Initials Customer Initials

- B. Repairs. Upon receiving a Customer call for repair work, Servicer will use its best efforts to repair equipment as promptly as reasonably possible. Response time will generally be within 48 business hours. All contract repairs (other than during emergency hours - see Section 2C below) shall be billed at a discounted rate of **\$70.00** per hour for labor per technician; the cost of parts will be applicable, and a service charge of **\$65.00** will be applicable. The first hour will be a one hour minimum charge, unless the repairs are performed at the time of a scheduled maintenance call, in which case the Customer will be charged for the labor to perform the repair in half hour increments. All repair charges shall be invoiced as due upon receipt. Repairs necessitated by casualty, act of God, voltage aberrations, abuse, or negligence are not covered by this Agreement, but will be performed at Servicers standard hourly rates plus applicable service charge and cost of parts. Servicer will use parts that meet the manufacturer's original equipment standards. Customer cost for parts shall be manufacturer suggested retail prices.
- C. Emergency Services. All services performed by Servicer on major holidays, between the hours of 9:00 a.m. and 5:00 p.m. are considered Emergency Service. If emergency service is requested by Customer, Servicers standard hourly rates shall apply (such rates are currently \$95.00 labor per hour, plus a service charge of \$90.00).
3. Warranty. All service performed by Servicer shall be warranted for ninety (90) days from the service date and will also cover the specific parts and repairs written on the service invoice. Parts and/or labor covered under the manufacturers original warranty will be provided under that warranty.
4. Payment Terms: Customer shall pay Servicer the sum of **\$ 1,180.00** *reference Exhibit B.* Terms are due upon receipt of invoice following services rendered at each visit.
5. Payment Methods: Payment may be provided via one of the followings: corporate check, official check, and wire transfer, Visa or MasterCard. Checks made payable to: Fitness Services of Florida, Inc.
6. Insurance; Disclaimer; Indemnification. Each party represents to the other that it has all legally required insurance for its employees, equipment, and operations. It is understood and agreed that this is a service agreement only, and Servicer, its owners, directors, officers, employees, and agents, shall have no liability arising out of, or in connection with, the use by any person of the equipment serviced hereunder, or the condition, or use by any person, of the premises in which said equipment is located. In connection therewith, Customer agrees to indemnify and hold Servicer, its owners, directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, loss, cost, damages, liabilities, and expenses, including attorney's fees (outside of litigation, in litigation, and for any appeals), arising out of, or in connection with, the condition or use by any person of the equipment and/or the premises in which said equipment is located. **SERVICER'S LIABILITY IS STRICTLY LIMITED TO PROVIDING SERVICE TO THE EQUIPMENT AS MAY BE REASONABLY REQUIRED HEREUNDER. THE ONLY WARRANTY APPLICABLE TO THE SERVICES PERFORMED BY SERVICER HEREUNDER SHALL BE AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. SERVICER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. Assignment. This Agreement may not be assigned, other than by a writing signed by all parties hereto.
8. Governing Law/Waiver of Jury Trial/Venue. This Agreement has been executed in and shall be governed by the laws of the State of Florida. Each party waives any right to a trial by jury in any litigation related to this Agreement. Each party consents to the venue of any litigation related to this Agreement being solely in the Florida state court system.

Servicer Initials Customer Initials

9. **Binding Agreement.** This Agreement shall be binding on the parties, their legal representatives, successors, assigns and heirs.
10. **Prevailing Party.** If litigation arises under this Agreement, the prevailing party thereto may collect all attorneys' fees and costs of litigation from any and all of the other parties to said litigation, including all attorneys' and costs of appeals, if any.
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. In the event any provision of this Agreement is breached or violated in any part, the remaining provisions and covenants shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, _____.

CUSTOMER:
Heritage Lake Park
Community Development District

By: _____
 (Signature)

 (Print Name)

Its: _____
 (Title)

SERVICER:
FITNESS SERVICES OF FLORIDA, INC.

By: 

Ronnette Bolanos
Vice President/Owner

EXHIBIT A

Address of Exercise Equipment to be serviced:

Heritage Lake Park
 25635 Heritage Lake Blvd
 Punta Gorda, FL 33983
 Phone: 203-560-5967
 Attention: Justin Faircloth

Equipment Listing

Assigned #	Type of Equipment	Manufacturer	Model	Serial #	Console Serial #
	Treadmill	True	PS900	13-TPS900594H	
	Treadmill	True	PS900	13-TPS900600H	
	Elliptical	Octane	Pro 350	R06106201138-01	
	Upright Cycle	Precor	UBK885	AYZGH09120013	
	Tricep Pushdown	Hoist	HD1100	0602003263	
	Bicep Curl	Hoist	HD1100		
	Multi Press	Hoist	HD1500	0602003991	
	Leg Extension	Hoist	HD2400	073005575	
	Hamstring Curl	Hoist	HD2400		
	Lat Pulldown	Hoist	HD2300	0602002892	
	Mid Row				
	Incline Bench	Hoist			
	Adjustable Ab Bench	Hoist		0603010646	

Servicer Initials  Customer Initials _____

EXHIBIT BHeritage Lake Park Community Development District

4 visits at \$295.00 per visit

October 2020

January 2021

April 2021

July 2021

Preventative Maintenance Total = \$ 1,180.00

Servicer Initials  Customer Initials _____

10Di



wenzelelectrical

SERVICES, INC.

6301 Tower Lane Suit 1 • Sarasota, FL 34240

Office: 941.371.1599 • Fax: 941.371.1756

Email: wenzeelectric@wenzelsrq.com

State Certification EF0000150

Property Name _____

Address _____

Scheduling Contact _____

Contact Number _____ Contact Email _____

1. The following fire alarm system components for the above location are required by the Authority Having Jurisdiction to be inspected Annually on all monitored systems and Quarterly on all non-monitored systems. Wenzel will forward a copy of such certification upon inspection completion. This shall be at an **Annual**/Semi Annual/Quarterly charge of \$ _____

FA Control Panel _____	Smoke Detector(s) _____	Heat Detector(s) _____
Duct Detector(s) _____	Strobe Light(s) _____	Pull Station(s) _____
Hornstrobe(s) _____	Annunciator(s) _____	Tamper Switch(s) _____
Fan Shutdown(s) _____	Hood System(s) _____	Flow Switch(s) _____
120volt Smoke(s) _____	Code Transmitter(s) _____	Horn(s) _____
Speaker Strobe(s) _____	Elevator Phone(s) _____	Cellemetry Module(s) _____
_____	_____	_____

2. Wenzel shall replace or repair any equipment found to be defective due to normal deterioration and wear. The expense of such equipment shall be borne by the Owner(s). An Estimate of cost will be provided for deficiencies and equipment found inoperable during the inspection. With the exceptions of batteries, if found out of date or inoperable during inspection they will be replaced at that time and will be invoiced accordingly.

3. Wenzel shall not be responsible for damage(s) or injury(s) caused by repairs and/or changes of the system by the Owner(s) or another party besides Wenzel. It is understood that under this agreement the Owner(s) is solely responsible for all direct or indirect liabilities which may arise from the use of the system, unless caused by the negligence or misconduct of a 3rd party not retained by Wenzel.

4. In order to certify the system, decisions as to what maintenance is necessary shall be the decision of Wenzel without the Owner(s) at any time directing or supervising the work of Wenzel.

5. Upon notification by the Owner(s) of an alarm (Fire Department being dispatched), Wenzel shall respond within (24) hours.

6. Wenzel shall be responsible for giving verbal notification to the Authority Having Jurisdiction, if the system is to be "out of service".

7. It is understood that Wenzel is required to give written notification to the Authority Having Jurisdiction of this agreement being cancelled by Owner(s) or Wenzel.

8. It is understood that there will be a \$ 50.00 fee if Wenzel is unable to perform the scheduled inspection due to Owner(s) fault.

9. Any service calls outside of this agreement are at an hourly rate of \$100.00 (1man) or \$ 145.00 (2men), during Wenzel's normal business hours of Monday-Friday 8am until 5pm. Any service calls not during normal business hours (Weekends and/or Holidays) shall be at an hourly rate of \$ 145.00 (1man).

This agreement shall become effective _____ and thereafter for successive (1) year periods, unless terminated by either party with a (30) day written letter; which must be on letterhead and includes the property name and address. This system is due to be inspected in the month(s) of _____

AUTHORIZED SIGNATURE**PRINT and DATE****PLEASE SIGN, KEEPING THE YELLOW COPY FOR YOUR FILES AND SENDING WENZEL THE WHITE COPY**

10Dii

1. The Customer has contracted with the Alarm Company, or is about to contract with the Alarm Company, for an Alarm system and/or service at the Premises indicated on Service Agreement, hereinafter called "Premises".
2. The Alarm Company and Customer have entered into an Agreement wherein and whereby the Alarm Company will provide monitoring services for the Customer, and the Alarm Company has the right to subcontract such monitoring services to a professional Central Station that will agree to perform same solely as the agent of the Alarm Company upon the following terms and conditions.
3. Hereinafter, the monitoring operation which is a separate function, whether performed by the Alarm Company, an agent or assign, will be called "WES".
4. The customer, Alarm Company, and WES agree that WES's sole and only obligation under this Agreement and/or under any Agreement between the Customer and Alarm Company shall be to monitor signals received by means of the Alarm system and to respond thereto. WES, upon receipt at the Central Station of an Alarm signal from the Customer's Premises, shall endeavor to notify promptly the appropriate municipal authority and/or any designated representative of the Customer whose name and telephone number are set forth in Notification instructions, by local telephone call, or as same may be changed in writing by the Customer from time to time, unless there is reasonable cause to assume that an emergency condition does not exist.
5. The Customer shall carefully and properly set the Alarm system each night or at such other time as the Customer shall close its' Premises. Customer shall carefully and properly test the Alarm system prior to each close period and shall immediately report to WES and the Alarm Company any claimed inadequacy in or failure of the system.
6. It is understood that WES has no responsibility for the condition and/or functioning of the Alarm system at the Customers Premises, and that the maintenance, repair, service, replacement or insurance of the Alarm system is not the obligation or responsibility of WES.
7. This Agreement may also be suspended, at WES's option, should the Alarm system or the Premises become so substantially damaged that further service is impracticable. WES assumes no liability for delay in installation of the system, or interruption of service due to strike, riots, floods, fires, acts of God, or any causes beyond the control of WES, including interruption in telephone service. WES will not be required to supply service to the Customer while interruption of service due to any such cause shall continue.
8. WES shall not be liable for any loss or damage caused by defects or deficiencies in the Alarm system nor shall WES incur any liability or any delay in response or non-response of police, fire, or other authorities, institutions or individuals notified by WES.
9. WES shall not be obligated to perform any monitoring service during any time when Customer's telephone or telephone equipment shall not be working since signals to WES are received solely by means of telephone communication.
10. (a) IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WES OR ITS AGENTS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON OR TO CUSTOMER'S PREMISES SHALL BE OBTAINED BY CUSTOMER; THAT THE CONSIDERATION PROVIDED FOR HEREIN IS BASED SOLELY ON THE VALUE OF THE EQUIPMENT AS SET FORTH HEREIN AND IS UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES; THAT WES OR ITS AGENTS MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE MAY BE INTENDED TO DETECT OR AVERT.
(b) CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF WES OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OR VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE UNCERTAINTY OF THE RESPONSE TIME OF THE POLICE OR FIRE DEPARTMENT; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY WES OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR FAILURE OF ITS EQUIPMENT TO OPERATE: THE NATURE OF THE SERVICES TO BE PERFORMED BY WES OR ITS AGENTS.
(c) IT IS AGREED THAT WES OR ITS AGENTS IS NOT AN INSURER AND THAT PAYMENTS HEREINBEFORE NAMED ARE BASED SOLELY UPON THE VALUE OF THE SERVICES HEREIN DESCRIBED AND IT IS NOT THE INTENTION OF THE PARTIES THAT WES OR ITS AGENTS ASSUME RESPONSIBILITY FOR ANY LOSS OCCASIONED BY MALFEASANCE, MISFEASANCE OR NONFEASANCE IN THE PERFORMANCE OF THE EQUIPMENT PURCHASED OR THE SERVICES UNDER THIS AGREEMENT OR FOR ANY LOSS OR DAMAGE SUSTAINED THROUGH BURGLARY, THEFT, ROBBERY, FIRE, OR OTHER CAUSE OR ANY LIABILITY EXCEPT AS SPECIFICALLY SET FORTH HEREIN BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION HEREBY ESTABLISHED. IF THERE SHALL, NOTWITHSTANDING THE ABOVE PROVISIONS, AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF WES OR ITS AGENTS BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION HEREBY ESTABLISHED, WHETHER DUE TO THE NEGLIGENCE, ACTIVE OR PASSIVE, OF WES OR ITS AGENTS OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO THE SUM OF SIX (6) MONTHS SERVICE FEES OR TWO HUNDRED FIFTY AND 00/100 DOLLARS (250.00), WHICHEVER IS THE LESSER, WHICH SUM SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THAT IN THE EVENT CUSTOMER DESIRES WES OR ITS AGENTS TO ASSUME GREATER LIABILITY FOR THE PERFORMANCE OF ITS SERVICES HEREUNDER, A CHOICE IS HEREBY GIVEN OF OBTAINING FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL AMOUNT UNDER A GRADUATED SCALE OF RATES PROPORTIONED TO THE RESPONSIBILITY, AND AN ADDITIONAL RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF WES OR ITS AGENTS AND ADDITIONAL CHARGE. ANY RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD WES OR ITS AGENTS AS AN INSURER.
(d) CUSTOMER AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS WES, ITS EMPLOYEES AND AGENTS, FOR AND AGAINST ALL CLAIMS, LAWSUITS, AND LOSSES WHICH CLAIM AND/OR LAWSUIT IS BROUGHT OR LOSS SUSTAINED BY PARTIES OR ENTITIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS, LAWSUITS, OR DAMAGES ALLEGED TO BE CAUSED BY WES OR ITS AGENTS NEGLIGENT PERFORMANCE, WHETHER ACTIVE OR PASSIVE, AND TO ALL CLAIMS BASED UPON DEFECTS IN DESIGN, INSTALLATION, MAINTENANCE, OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, WHETHER THOSE CLAIMS BE BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, WARRANTY, OR STRICT OR PRODUCT LIABILITY ON THE PART OF WES, ITS AGENTS, SERVANTS OR EMPLOYEES. THIS AGREEMENT BY CUSTOMER TO INDEMNIFY WES OR ITS AGENTS AGAINST CLAIMS SET FORTH SHALL NOT APPLY TO LOSSES, DAMAGES, EXPENSES, AND LIABILITY RESULTING IN INJURY OR DEATH TO THIRD PERSONS OR INJURY TO PROPERTY OF THIRD PERSONS, WHICH OCCUR WHILE AN EMPLOYEE OF WES OR ITS AGENTS IS ON CUSTOMER'S PREMISES AND ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE.
11. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT INCLUDING CUSTOMER'S INSURANCE COMPANY, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST WES OR ITS AGENTS FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE INSTALLATION DESIGN, MAINTENANCE, OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD WES OR ITS AGENTS, ASSIGNS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, WARRANTY, STRICT OR PRODUCT LIABILITY, ON THE PART OF WES, ITS AGENTS, ASSIGNS OR EMPLOYEES.
12. CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD WES, ITS AGENTS, ASSIGNS, OR EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, EXPENSES, OR LAWSUITS ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE PREMISES OF CUSTOMER WHETHER SAID CLAIM IS MADE BY CUSTOMER, HIS AGENTS OR INSURANCE COMPANY OR BY ANY OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY WES, ITS ASSIGNS, AGENTS OR EMPLOYEES AGAINST, DEFEND AND HOLD HARMLESS WES FROM ANY CLAIMS FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST WES OR ITS AGENTS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.
13. WES DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT MAY BE INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.
14. It is recognized and understood that an Alarm system is a reporting device at best, and is intended and serves only as a deterrent and not as a preventative measure and is not to be relied on as a preventative measure to a crime of burglary or a fire. Because of the electronic make up of the Alarm system the Customer agrees to continually test the system as prescribed in Paragraph 5.
15. Customer agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or service provided under this Agreement which are authorized or imposed by any governmental body or organization other than WES to whose facilities the Alarm system is connected.
16. In the event WES's Central Station is destroyed or so substantially damaged by fire or other casualty that WES is unable to continue service, WES shall have a reasonable period of time in which to relocate its Central Station, during which period of time Central Station Service charges shall abate and not resume until the relocation of the Central Station or the re-establishment of Central Station Service. In the event of disruption of Central Station Service because of destruction or other casualty loss to the Central Station, WES shall notify Customer of such disruption by local telephone call within forty-eight (48) hours after said destruction, at such telephone number as Customer may furnish to WES. In no event shall WES be liable for any damages or subject to any penalty as a result of such termination if WES shall have used reasonable diligence in notifying Customer as aforesaid.
17. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Customer's purchase order, or any other document, this Agreement will govern.
18. This Agreement may not be assigned by the Customer, except upon the written consent of WES first obtained.
19. This Agreement is made in, and shall be governed by the laws of the State of Florida. In the event Customer shall violate any term, covenant or Agreement hereunder and WES shall incur any legal expenses as a result thereof. Customer agrees to pay reasonable attorney's fees so incurred by WES, including court costs and appellate proceedings. Customer stipulates that venue for the purposes of enforcing this Agreement should be found in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
20. Any notice required to be given hereunder by either party shall be in writing sent by certified mail, return receipt requested, address to such part as the address at the head of this Agreement or at such other address as either party shall notify the other hereof, in the same manner.
21. All rights, powers and remedies reserved or given to WES hereunder shall inure to the benefit of WES, its successors and assigns. The Customer hereby acknowledges a receipt of a copy of this Agreement. No other Agreement, oral or written, expressed or implied, except as written herein, has been made by either party respecting the services under this Service Agreement.
22. This Agreement contains the entire understanding between the parties. It becomes valid only when signed by a duly authorized representative of WES. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that WES's terms and conditions hereof apply as printed without alteration or qualification, and may not be modified except by instrument in writing and signed by the parties. Changes to Customer provided information on the front side of this Agreement shall not alter or void any term of condition on this side of Agreement.
23. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he is duly authorized to execute same and has the authority to bind and obligate Customer herein.
24. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Eleventh Order of Business

11A.

**Notice of Meetings
Heritage Lake Park
Community Development District**

The Board of Supervisors of the Heritage Lake Park Community Development District will hold their meetings for Fiscal Year 2021 on the First Monday of each month at 10:00 a.m. except as noted below, at the Heritage Lake Park Clubhouse, 25635 Heritage Lake Boulevard, Punta Gorda, Florida.

October 5, 2020
November 2, 2020
December 7, 2020
January 4, 2021
February 1, 2021
March 1, 2021
April 5, 2021
May 3, 2021
June 7, 2021
August 2, 2021
September 13, 2021 (Second Monday due to Labor Day Holiday)

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. Any meeting may be continued to a date, time and place to be specified on the record at a meeting.

There may be occasions when one or more supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's Office.

Each person who decides to appeal any action taken at the meetings is advised that the person will need a record of 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 such appeal is to be based.

Justin Faircloth
District Manager

11C

Heritage Lake Park CDD

July 24, 2020 – Field Management Report



www.inframarkims.com

Inspected on 7/24/2020 by: Tina Williams

1. Lake Management

As water levels throughout the park continue to increase, due to amount of rainfall, more of the lake banks are flourishing with vegetation and wildlife. There was an abundance of pond weed in the lakes which should be treated, as the algae in the lakes is steadily growing. Additional lake maintenance information is found below in field manager report.



- a. **Algae on Lakes:** L-3, medium density. Mixture of algae and likely Baby's Tears should be treated on next visit.



- b. **Weeds:**
- i. **Alligator Flag on Lakes:** No Issues observed.
 - ii. **Cattails on Lakes:** No issues observed.
 - iii. **Dollar Weed on Lakes:** Low in density.

iv. Duckweed on Lakes: No issues observed.

v. Spatterdock/Water Lilly on Lakes: low density. Existing plants should be sprayed out.



vi. Water Lettuce on Lakes: No issues observed.

vii. Submerged Weeds: Baby's tears are flourishing in many of the lakes and may need to be treated if they are topping out of the water.



c. Littorals:

i. Spike Rush: No issues observed.



- d. **Trash in Lakes:** No issues observed.
- e. **Erosion:** No new issues observed.
- f. **Boundary Poles:** All Boundary Poles are intact.
- g. **Clippings in Lakes:** No issues observed.
- h. **Fountain:** No issues observed.



2. **Wetlands:** No issues observed.



3. **Facilities**

- a. **Clubhouse:**

Inside of the clubhouse, dining room, there is a bulb needing to be replaced in ceiling.



Ceiling crack observed above pool table in the clubhouse has been sealed.



- b. **Clubhouse Extinguishers:** No issues observed.
- c. **Kitchen:** No issues observed.
- d. **Doors in Clubhouse:** Clubhouse outside doors are showing signs of wear from the weather with the metal fixtures. Recommend changing all metal hardware on outside doors.



- e. **Perimeter of clubhouse:**

Columns outside of clubhouse have various debris from birds that should be cleaned out and removed. The eaves/gutters of the clubhouse building are in need of pressure washing.



Paver walkway has been cleaned, removing all mold and mildew.



- f. **Pool chairs:** No issues observed.
- g. **Sprinkler nozzle:** No issues observed.
- h. **Gutter downspouts:** No issues observed.
- i. **Electrical Outlet:** No new issues observed.
- j. **Fitness Building:** Fitness building bathroom exterior signs continue to show signs of deterioration. Replacement is recommended.



k. **Gate House:** Water shut off valve is still missing handle. Replace with new one.



Cover for pipe in ground still missing as of this report. Potential safety hazard. Replace cover/cap.



- l. Mail Box Huts:** The Board may wish to power wash the concrete slabs and roofs.



- m. Shed:** No issues observed.

- n. Tennis Courts:** Tennis court gate entrance spring, NE side, still showing signs of corrosion. Replacement is recommended.



- o. Pool:** Pool seating area is showing no signs of weeds in the pavers.



p. **Pool Awning:** No new issues observed.

r. **Fire Sprinkler System:** Many of the sprinklers in clubhouse exterior have flashing that are rusting and loose.



3. Storm Water Drainage System

a. **Catch Basins:** Quite a few catch basins throughout the property need to have the vegetation cut back for water flow. There was one catch basin on the corner of Willow Hammock and Heron Lake that has vegetation growing inside of the basin. This needs to be removed also.



b. Drain Culverts/Interconnects: No issues observed.

c. Lake Weirs: No issues observed.



d. Drain Grates: No new issues observed.

4. Roadways

a. Cracking: No new issues observed.

b. Roadway Lighting: Brazilian Pepper Tree noted along Royal Tern Circle on the foreclosed lots is growing in size and should be removed. Several lights were noted on during the day so the light sensors should be checked.



c. **Roadway Signage:** No issues observed.

d. **Gate Systems:** No new issues observed.

5. Perimeter Wall: Repairs to the eastern and southern wall have been scheduled and should be completed soon.



6. Sidewalks: No issues observed.

7. Landscaping:

The Board may want to replace old vegetation along Royal Tern Circle in the future. Vines growing along the wall should be sprayed out and better trimming around the fire hydrant should be performed as well. Edging should be performed on all District hard surfaces.



8. Commercial Properties: No issues observed.

9. Irrigation System: No issues observed.

10. Residential Complaints/Concerns

Various issues reported regarding irrigation and landscape maintenance. The irrigation items have been reported as addressed by Pinnacle.

11. Fish/Wildlife Observations

- | | | | |
|---|---------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Bass | <input type="checkbox"/> Bream | <input type="checkbox"/> Catfish | <input type="checkbox"/> Gambusia |
| <input checked="" type="checkbox"/> Egrets | <input type="checkbox"/> Herons | <input type="checkbox"/> Coots | <input type="checkbox"/> Gallinules |
| <input checked="" type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Osprey | <input type="checkbox"/> Ibis |
| <input type="checkbox"/> Woodstork | <input type="checkbox"/> Otter | <input type="checkbox"/> Alligators | <input type="checkbox"/> Snakes |
| <input type="checkbox"/> Turtles | <input type="checkbox"/> Other: _____ | | |

11Dii



Service History Report

June 8, 2020
50097

Heritage Lake Park CDD

Date Range: 05/01/20..05/31/20

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

Service Date	5/29/2020	H2222
No.	PI-A00414896	
Order No.	SMOR-336855	
Contract No.	SVR05926	

Technician Name and State License #s

Kris Land

Service Item #	Description	Lake No.	Lake Name
H2222-LAKE-ALL	Heritage Lake Park Cdd LAKE ALL	ALL	
Technician's Comments:	Lakes L-1,L-2,L-3,L-4,L-B, and L-C were treated for grasses. On L-B and L-C Itreated the exposed shelf and Thalia that had overlapped the white stakes.		
General Comments:	Inspected Lake		
Inspected for algae			No treatment required
Inspected for Aquatic Weeds			No treatment required
Inspected for Undesirable Shoreline Vegetation			Treated



Service History Report

July 7, 2020
50097

Heritage Lake Park CDD

Date Range: 06/01/20..06/30/20

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

Service Date	6/10/2020	H2222
No.	PI-A00425581	
Order No.	SMOR-346242	
Contract No.	SVR06537	
Technician Name and State License #s		
	Wetlands Ft. Myers Robert Brookins	
Service Item #	Description	Lake No. Lake Name
H2222-WETLAND-ALL	Heritage Lake Park Cdd Wetlands	
Technician's Comments:	Trimmed willows .	
General Comments:	Inspected Lake	
Wetlands Invasive Species Control		Trimmed as needed
Littoral Shelf Maintenance		OK

Service Date	6/26/2020	H2222	
No.	PI-A00430940		
Order No.	SMOR-349812		
Contract No.	SVR05926		
Technician Name and State License #s			
	Kris Land		
Service Item #	Description	Lake No.	Lake Name
H2222-LAKE-ALL	Heritage Lake Park Cdd LAKE ALL	ALL	
Technician's Comments:	Treated lakes L-1, L-2,L-3,L-4, L-B and L-C for algae.		
General Comments:	Inspected Lake		
Inspected for algae			Treated
Inspected for Aquatic Weeds			Treated
Inspected for Undesirable Shoreline Vegetation			No treatment required

Twelfth Order of Business

12A.

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

(MAINTENANCE OF BORDER BOUNDARY WALL)

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT (hereinafter, "Agreement") is made effective on _____, 2020, by and between DEEP CREEK RNC, LLC d/b/a PORT CHARLOTTE REHABILITATION CENTER (hereinafter, "Rehab Center") and HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Fla. Stat. (hereinafter, "District").

RECITALS

WHEREAS, for efficiency and uniformity of appearance, the Rehab Center desires to clean and maintain at its sole cost and expense certain portions of a District boundary wall located adjacent to and bordering the common areas of the Rehab Center (hereinafter, the "Wall") which is more accurately reflected on the attached Exhibit "A"; and

WHEREAS, the District has agreed to allow Rehab Center to pressure wash, paint and otherwise maintain the Rehab Center side of the District's Wall in the area outlined in Exhibit "A" under certain circumstances and with certain requirements all as more fully outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.
2. With respect to the Wall, Rehab Center shall provide and be responsible for all costs and liabilities that are associated with or arise out of its maintenance of the Wall in the area more specifically outlined in Exhibit "A". The Wall shall be maintained in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Wall is properly maintained to a first class standard. The color of the top cap portion of the wall may not be changed and must remain white. The District hereby grants Rehab Center its personnel, employees, agents, and contractors a license to enter any CDD land or easement area during the term of this Agreement for the purpose of performing the referenced maintenance on the Wall.
3. This Agreement shall take effect as of the last date of signature by the parties hereto and shall run for a term that is twenty-five (25) years, unless sooner terminated as provided

herein. Notwithstanding the foregoing, the District in its sole and absolute discretion, whether or not reasonable, shall have the right to terminate this Agreement upon thirty (30) days written notice to Rehab Center. Rehab Center shall have the right to terminate this Agreement, in its sole and absolute discretion, whether or not reasonable, upon ninety (90) days written notice to the District.

4. Rehab Center does hereby indemnify, defend and hold harmless the District and its officers, agents, employees, volunteers and representatives from any and all lawsuits, claims, demands, causes of action, liabilities, losses, damages and/or injuries to property or persons or otherwise, whether brought by an individual or other entity, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, which the District may sustain or incur arising out of any action, acts, omissions, or negligence of Rehab Center, its personnel, employees, agents, and contractors in connection with the maintenance of the Wall and Rehab Center's obligations pursuant to this Agreement.
5. Before performing any services related to this Agreement, Rehab Center shall assure that all contractors and sub-contractors performing work on the Wall have secured insurance for the performance of their services with limits not less than the following:

Workers Compensation:	Statutory
General Liability:	\$1,000,000/\$2,000,000
Property Damage:	\$1,000,000/\$2,000,000
Vehicle Insurance:	\$1,000,000 per claim with annual aggregate of not less than \$2,000,000

At no time shall a contractor or sub-contractor be without insurance in the above amounts and the District its officers, agents, employees, volunteers and representatives shall be listed as an additional insured on such policies with the District further listed as a certificate holder. Any contractor agreement shall further provide that no policy may be canceled during the term of this Agreement without written notice to the District and Rehab Center. Insurance shall be from a reputable insurance carrier. Upon request, Rehab Center shall furnish the District with copies of Certificates of Insurance and if at any time a contractor and/or sub-contractor fails to adhere to the referenced insurance requirements, the District has the authority to terminate this Agreement immediately.

6. During the term of this Agreement, all parties shall comply in all material respects with the provisions of applicable laws and governmental regulations. If any governmental license and/or permit is required in conjunction with the maintenance as provided herein, the respective party performing the maintenance shall ensure that it and/or its contractor(s)

obtain and maintain all necessary licenses and permits. All parties will cooperate in obtaining any required permits and licenses.

7. Neither Rehab Center nor the District may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.
8. If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.
9. This instrument shall constitute the final and complete expression of this Agreement between Rehab Center and the District relating to the subject matter of this Agreement.
10. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Rehab Center and the District.
11. The execution of this Agreement has been duly authorized by the appropriate body or official of Rehab Center and the District, and both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this instrument.
12. Notices. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Heritage Lake Park CDD
C/O Inframark
210 N. University Dr. Suite 702
Coral Springs, FL 33071

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

If to Rehab Center:

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

13. This Agreement is solely for the benefit of the District and Rehab Center and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Rehab Center any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.
14. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be Charlotte County, Florida.
15. This Agreement shall be effective after execution by both parties and shall remain in effect for the term as referenced above.
16. Rehab Center understands and agrees that all documents of any kind provided to or utilized by the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.
17. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
18. This Agreement has been negotiated fully between the parties as an arm's length transaction. The District and Rehab Center participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

19. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written above.

**DEEP CREEK RNC, LLC d/b/a PORT CHARLOTTE
REHABILITATION CENTER**

By: _____

Its: _____

Date: _____

**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

Date: _____