



Rizzetta & Company

# **Harrison Ranch Community Development District**

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**Board of Supervisors' Special  
Meeting  
October 28, 2019**

**District Office:  
9428 Camden Field Parkway  
Riverview, Florida 33578  
813-533-2950**

**[www.HarrisonRanchCDD.org](http://www.HarrisonRanchCDD.org)**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

Harrison Ranch Clubhouse, 5755 Harrison Ranch Boulevard, Parrish, FL 34219

<b>Board of Supervisors</b>	Richard Green	Chair
	Charles Parker	Vice Chair
	Julianne Giella	Assistant Secretary
	Jay Morrison	Assistant Secretary
	Susan Walterick	Assistant Secretary
<b>District Manager</b>	Justin Croom	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jere Earlywine	Hopping Green & Sams, P.A.
<b>Interim Engineer</b>	Jeb Mulock	ZNS Engineering, LC

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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



**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9428 CAMDEN FIELD PKWY • RIVERVIEW, FLORIDA 33578**  
[www.HarrisonRanchCDD.org](http://www.HarrisonRanchCDD.org)

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**Board of Supervisors  
Harrison Ranch Community  
Development District**

October 21, 2019

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of the Harrison Ranch Community Development District will be held on **Monday, October 28, 2019 at 6:30 PM** at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
- 4. BUSINESS ADMINISTRATION**
- 5. BUSINESS ITEMS**
  - A.** Consideration of Landscape RFP Responses .....Tab 1
  - B.** Presentation of Affidavit of Publication .....Tab 2
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to call us at (813)533-2950.

Sincerely,

*Justin Croom*

Justin Croom, District Manager

Tab 1

# LANDSCAPE PROPOSAL



*Harrison Ranch CDD*





October 14, 2019

Mr. Paul Toborg  
5844 Old Pasco Rd.  
Suite 100  
Wesley Chapel FL 33544

Dear Mr. Toborg:

On behalf of ASI Landscape Management, I am pleased to provide you with our proposal for landscape services for Harrison Ranch CDD. Our staff has thoroughly reviewed the specifications contained in your RFP and we are confident that ASI's experience and expertise will more than adequately meet or exceed your needs and expectations.

The competitive nature of the landscape industry offers a number of choices when it comes to selecting the right company. We are proud of our success and ASI has consistently demonstrated we are among the best in Central Florida when it comes to personalized and professional service. Our teams are highly trained technicians, detail oriented and focused on providing our clients with the best possible service. We view our client relationships as a partnership, thus ensuring mutual satisfaction and pride in the results.

We realize after visiting Harrison Ranch, that the community takes exceptional pride in both the presentation and appeal. Harrison Ranch is a property that excites us in that it offers the opportunity to showcase our work and provide the visual appeal and impact your residents and visitors expect. If awarded the account, ASI will assign a dedicated maintenance team consisting of a Client Relations Manager, Foreman (team lead), and dedicated crew members. The team will be managed by the CRM who will serve as our liaison to you. Additionally, the maintenance team will be augmented by professionals in our enhancement division consisting of arborists, irrigation technicians, and landscapers. We believe this approach will provide you unparalleled and consistent service with a direct communication link between our companies.

We appreciate the opportunity to bid on your proposal and hope you will consider our offer favorably both in terms of content and cost. Please don't hesitate to call if you have questions or would like more detail on what we can provide. We look forward to your decision and the prospect of partnering and serving the Harrison Ranch community.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Chiellini".

Joseph Chiellini  
President and CEO



## DIRECTOR BIOGRAPHIES



**Joseph A. Chiellini, President/CEO** – Joe built the company in 1993; in its beginnings as a small two-person residential lawn care service to where we are today. Under his leadership and vision, ASI employs 160 individuals, maintains a commercial fleet with state of the art equipment and technology. Joe and ASI have received many awards, recognitions and commendations over the years. Many as a result of maintaining high standards of customer care from several of the local apartment associations, including Associate Member of the Year 2007, 2008, 2009 and Company of the Year 2008. Other awards are granted by the many charities and youth sports teams supported by Joe on behalf of ASI.



In addition to overseeing ASI, Joe is also a twenty-five-year employee of Hillsborough County Fire and Rescue, currently in the position of Captain. He is also the originator and President of the Krewe of the Knights of St. John, a non-for-profit organization benefiting several local charities. Joe is a member of the Apartment Associations in all of the counties ASI currently operates within as well as CFHLA, CAI, and many others. He has recently developed a passion for consulting with local small business owners and shares with them his ideas and philosophy regarding strategic planning and customer service. Joe was also recently recognized as a Trailblazer by the National Association of Landscape Professionals for his contributions to the industry.

In October 2011, Joe was the featured "Hometown Hero" by the Tampa affiliate of Fox TV. He has also served on the 2011-2012 Advisory Council of Aileron, a professional consulting group that provides professional development and assistance to business owners and executives.

**Mark A. Almeda, VP/COO** - Mark began his association with ASI in 1995 as the first full time employee of the company's predecessor, Lawncombers USA. His first job was a crew member going from job to job, maintaining lawns and landscapes by mowing, weeding, fertilizing and adjusting irrigation systems. He quickly advanced to the position of Foreman, where he assumed a management role, assigning and supervising workers and overseeing the quality of the work. Mark's management style and attention to detail did not go unnoticed and in 2005 he became a partner and vice president of the company. Mark has held this position to this day. Throughout his 20 plus years of experience, Mark has gained and shared his knowledge and expertise with hundreds of ASI team



members. He and Joe Chiellini have managed to grow the company despite the unpredictable nature and growing competition of the landscape industry. Mark strongly supports both personal and professional development for himself and ASI team members. He has participated in numerous management and business-related classes and training sessions and readily applies the lessons to his management role within the company. Mark holds the company's horticulture license and continually attends continuing education classes to maintain the most current industry standards. As the Vice President of Operations, Mark controls all aspects of the division, including the crews, fleet and equipment purchases, contracts, and assists in sales. He regularly conducts personal visits with company clients to ensure satisfaction and quality.

**Eric Rothell, Director of Irrigation** – Eric graduated from the University of Tennessee-Knoxville in



1997 where he received his B.S. in Environmental Science. He began his career as an Irrigation Technician following graduation and immediately knew that this was his passion. During his 20 year career he has held many roles such as Senior Account Manager, Market Irrigation Manager, Regional Irrigation Advisor, and Branch Manager. During this time he also gained numerous irrigation industry certifications through the Irrigation Association including Certified Irrigation Technician, Contractor, Designer, and Auditor and he also serves as a corporate irrigation trainer. As our Director of Irrigation, Eric manages irrigation technicians across the multiple markets we currently service educating them with the most up to date irrigation knowledge in the industry.



## KEY PERSONNEL



The crew hand selected to maintain Harrison Ranch CDD has the skills and experience necessary to meet your specific needs and expectations. Meet your team:

TEAM MEMBER	JOB TITLE	JOB RESPONSIBILITY
Joe Pichardo	Branch Manager	<ul style="list-style-type: none"><li>• Accountable for your complete satisfaction</li><li>• Maintains schedule</li><li>• Ensures compliance to job specs and quality</li><li>• Manages crews</li><li>• Interfaces with on-site contact</li></ul>
Luis Santiago	Client Relations Manager	<ul style="list-style-type: none"><li>• Schedules workload for crew</li><li>• Ensure readiness of workers, tools and materials</li><li>• Maintains safe working conditions</li><li>• Trains field personnel</li><li>• Assists w/large pruning jobs, chemical and irrigation applications</li><li>• Helps identify problem areas</li></ul>
Danny Jimenez	Foreman	<ul style="list-style-type: none"><li>• Manages hourly activities of crews</li><li>• Operates all small walk behind mowers</li><li>• Helps crew operate hand-held machines</li><li>• Assists with large pruning, trimming and detail jobs</li><li>• Daily clean up</li></ul>
Gregory Kline	Irrigation Technician	<ul style="list-style-type: none"><li>• Schedules weekly irrigation inspections and schedules approved repairs</li><li>• Adjusts, repairs and troubleshoots problems</li><li>• Assists as needed</li></ul>
Bryant McCombs	Pest Control Specialist	<ul style="list-style-type: none"><li>• Applies insecticides, herbicides, fungicides and other chemicals, safely and in accordance with industry standards</li><li>• Proactively inspects for all pest pressure.</li></ul>

# LICENSES AND PROFESSIONAL ASSOCIATIONS



The following are the list of licenses/certifications/subcontractors currently held by ASI Landscape Management's professional staff as well as professional associations and organizations of which we are an active member.

## **ASI LANDSCAPE MANAGEMENT LICENSES AND REGISTRATIONS**

- Occupational License – Florida, Hillsborough County No. 96169
- Pest Control License – Florida, No. JB135024
- Pest Control Operator – Florida, No. JF184897
- License as a Dealer in Agricultural Products – Florida, No. 116260-1
- Nursery Stock Dealer Certificate of Registration – Florida, No. 47237971
- Certified Arborist License – Florida, No. FL0710A
- FDOT Intermediate Maintenance of Traffic Certification – Qualified 6/4/13
- Pinellas County BMP Certification – No. 013
- State of Florida Irrigation – License No. I-CFCO24523

## **PROFESSIONAL ASSOCIATIONS**

- NALP – National Association of Landscape Professionals
- Florida Turfgrass Association
- FNGLA - Florida Nursery, Growers and Landscape Association
- FIS – Florida Irrigation Society
- BAAA – Bay Area Apartment Association
- FAA – Florida Apartment Association
- National Apartment Association
- BOMA – Building Owners and Managers Association
- CAI – Community Associations Institute
- Greater Tampa Bay Chamber of Commerce
- CFHLA – Central Florida Hotel & Lodging Association
- AAGO – Apartment Association of Greater Orlando



# HURRICANE RESPONSE PLAN



June 1<sup>st</sup> marks the start to hurricane season with it lasting through the month of November. With uncertainties in the climate, predicting the season can be challenging and therefore, it is always best to be prepared in the event that a storm should make landfall in our area.

To help Harrison Ranch prepare, our management team will be proactively evaluating your property for potential landscape issues that can be prevented prior to a storm. In addition to preparedness we will ensure that multiple emergency contacts have been provided to the pertinent Harrison Ranch staff. Communication can be difficult following major storms so this will help maximize efficiency in relief efforts.

Following a storm, and once it's determined safe to do so, we will dispatch our crew to Harrison Ranch for clean-up efforts. Our staff will work through the property based on the following priorities:

- 1) Clearing of debris blocking vehicle access to ensure emergency personnel can access your property.
- 2) Clearing debris from structures that may pose an immediate risk or danger.
- 3) Replanting of any plant material that may have a chance to survive if replanted.
- 4) Trimming and removal of hazardous damaged limbs that remain in trees.

Any work that our crew is incapable of taking care of (large tree limb failure, uprooted trees, debris caught in canopies etc.) will be billed at a rate of \$150 per hour. This price includes the use of all necessary specialty equipment such as lift, chipper, grapple truck, skid steer & stump grinder.

Once the above priorities have been met, we will continue to work diligently to clean up the remainder of site of smaller less hazardous debris. This will include removal of tree limbs and landscape debris left on the ground from any initial efforts. We will also provide options for restoration of all damaged landscaping should this be necessary throughout the resort. Regular service/mowing of the site will resume once the clean-up has been complete and the moisture levels in the turf have reduced enough so that our equipment will not cause additional damage.

We encourage you to evaluate your emergency plans to ensure that you and your staff are prepared in the event a damaging storm makes landfall. If we may answer any questions or concerns, you may have regarding our plan and your landscaping please let us know.

# EQUIPMENT



The following is a list of equipment owned by ASI that may be used in accordance with the scope of services at Harrison Ranch CDD.

Type of Equipment	Quantity Available
Light duty trucks	30
Super Duty trucks	30
F-450 or larger trucks	6
Maintenance trailers (open and enclosed)	25
Heavy duty trailer	8
Tow behind turbine blower	1
Irrigation trucks	8
Spray trucks	3
Spray Cart	2
Additional utility carts	2
Ride-on spreader	3
4x4 tree lift	2
Stump grinder	1
Batwing mower	1
72" mower	6
60" riding mower	11
Walk behind mower	30
Ditch Witch trencher	2
Skid steers	4
<b>Field Equipment</b>	
Edgers	400 pieces total
Line Trimmers	
Blowers	
Gas shears	
Back pack sprayers	



# Harrison Ranch CDD – SCOPE OF SERVICES



## UNDERSTANDING THE SCOPE

### ONSITE MANAGEMENT

ASI will employ an onsite customer relations manager that will directly report to Harrison Ranch daily. Our CRM will be our “onsite management” to direct all ASI employees working on property. This will help ASI provide the highest quality landscape practices and mitigate any issues that may arise. He will be your daily communication contact supplying you with a report of staff on site and what will be completed. He will also provide a “Weekly Conditions Report” to staff that will serve as a self-audit of current property conditions.

### TURFGRASS MAINTENANCE PROGRAM

#### Maintenance Schedule

ASI will deploy four 7 full time employees specific to Harrison Ranch to perform all mowing, edging, string trimming, and blowing tasks in addition to our direct report staff. This team will report to Harrison Ranch weekly. The community has been mapped with a “Path of Motion” and “Mower Map” that will maximize the efficiency of our mow crew. Mowing services will be divided up with a crew specific to pond and trail mowing. A separate crew will be on property for the boulevard and clubhouse maintenance.

The Horticulture Program will be performed as outlined in the RFP according to county, state and federal guidelines.

### SHRUB AND GROUND COVER MAINTENANCE PROGRAM

#### Pruning and Detail Schedule

ASI will employ five (3) full time employees that will directly report to Harrison Ranch Monday through Friday. This staff will be directly responsible for handling all detail-oriented tasks such as pruning, spraying, porter service, and pine straw replenishing. The property will be divided into 3 sections, plus high frequency areas such as clubhouse and the boulevard. The high frequency areas will be touched every week, with the remaining 3 sections put on a rotation to get through each section one time completely in every three weeks. This program will afford our team the

opportunity to adjust the weekly prune schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

This schedule will be updated monthly, and a copy will be provided to the management company and Harrison Ranch staff for final approval.

If any emergency needs arise at Harrison Ranch our staff will partner with your horticultural team to remedy any issues. Examples of this may include but are not limited to; storm clean up, special event preparation, and interior landscape assistance. These decisions will be made in agreement with Harrison Ranch Management.

The Horticulture Program will be done according to the RFP and county, state and federal guidelines.





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## ADDITIONAL PROPERTIES LOST

1-CHAF

Contact-Robert Noble

Phone-727-599-7112

Type-Section 8 Housing

Dollar amount-218,000.00

Scope-This was a general services contract including horticulture and irrigation along with other services requested. Also included was the duty of trash removal including all large items left at dumpster including furniture and appliances.

Dates-5-2018 to 7-2018

Reason Terminated-This was a Section 8 Housing portfolio that included large furniture and appliance pick up that was outside of our scope.

2-BAYSHORE DIPLOMAT

Contact-Andrew Szaroleta

Phone-C-386-822-2938

Type-Residential High Rise

Dollar amount-24,414.00

Scope-This was a general services contract including horticulture and irrigation along with annuals, mulch, and palm trimming

Dates-1-2018 to 5-2018

Reason Terminated-We gave notice because of board change that had different expectations that were not included in contract and they did not have additional moneys in budget to accommodate.

Sincerely,

A handwritten signature in black ink, appearing to read "JC", is written over a horizontal line.

Joseph Chiellini  
President and CEO

8/15/2018

Ameriscape Services

Attention: Frank Fernandez

Re: Forest Creek Apartments

13500 Rodgers Ave. Largo, Florida

Dear Frank,

Please accept this letter as 30-day notice to end services at Forest Creek. Per our conversation this has no bearing on service or our strong relationship as we do more business moving forward.

I appreciate your understanding and look forward to additional business and a stronger partnership. Last day of service will be 9/15/2018.

Chaz Shipp

Regional VP

Michaelson Group Real Estate, LLC.

10:11 AM  
10/16/19  
Accrual Basis

Americape Services  
**Balance Sheet**  
As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BB&T DDA Account	511,460.05
BB&T Money Market Account	94,692.66
Total Checking/Savings	606,152.71
Accounts Receivable	
120000 · Accounts Receivable	1,465,354.74
Total Accounts Receivable	1,465,354.74
Other Current Assets	
140000 · Undeposited Funds	7,770.75
Total Other Current Assets	7,770.75
Total Current Assets	2,079,278.20
Fixed Assets	
150000 · Fixed Assets in Process	933,517.36
150010 · Building	15,568.87
150015 · Doublewide Trailer	22,558.79
150020 · Gator Equipment	18,500.00
150030 · Landscaping & Other Equipment	795,850.45
150040 · Office Equipment	42,436.15
150041 · New Server & Infrastructure	15,683.77
150051 · Security System	31,484.31
150055 · PC's and Laptops	7,051.31
150060 · Software	2,516.34
150070 · Vehicles	2,888,387.77
150900 · Accumulated Depreciation	-2,034,418.69
Total Fixed Assets	2,739,136.43
Other Assets	
160024 · Note Receivable -Shareholder	57,634.00
160026 · Due From AmeriTree	26,003.76
160030 · Petty Cash	235.55
160040 · Stock Sub Receivable	50.00
Total Other Assets	83,923.31
<b>TOTAL ASSETS</b>	<b>4,902,337.94</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	982,402.10
Total Accounts Payable	982,402.10
Credit Cards	
AMEX #1006	49,978.31
Chase	45,541.87
VISA · BBT Construction	40,203.75
Total Credit Cards	135,723.93
Other Current Liabilities	
Deferred Revenue	67,719.02
Reserve for Expenses	100,350.00

10:11 AM

10/16/19

Accrual Basis

**Ameriscape Services**  
**Balance Sheet**  
As of December 31, 2018

	Dec 31, 18
220020 • Accrued Wages	98,825.29
220030 • Current Portion Long Term Debt	139,557.00
220050 • BB&T LOC -9662129604-1	657,700.13
220070 • Sales Tax Payable	116.66
Total Other Current Liabilities	1,064,268.10
Total Current Liabilities	2,182,394.13
Long Term Liabilities	
BB&T Commercial Equipment Cap	211,059.48
Ford Motor Credit	967,279.23
John Deere	280,701.80
US Ameribank Notes	256,090.01
160010 • Due to 2BN	282,075.98
200999 • Less Current Portion	-139,557.00
Total Long Term Liabilities	1,857,649.50
Total Liabilities	4,040,043.63
Equity	
Shareholder Distributions	-26,697.03
310000 • Capital Stock	100.00
310005 • Treasury Stock	-91,400.00
310100 • Retained Earnings	1,294,286.90
Net Income	-313,995.56
Total Equity	862,294.31
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,902,337.94</b>

## Christopher Chiellini

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**From:** Juan Alvarez  
**Sent:** Wednesday, August 15, 2018 2:52 PM  
**To:** Christopher Chiellini  
**Cc:** Mike Moseley  
**Subject:** Information Requested  
**Attachments:** 2017 BS.pdf

	<u>Jan - Dec 15</u>	<u>Jan - Dec 16</u>	<u>Jan - Dec 17</u>	<u>TOTAL</u>
Ordinary Income/Expense				
Income				
GROSS REVENUE				
400000 · Non Contracted				
400010 · Annuals N/C	25,924.50	3,412.25	5,858.77	35,195.52
400030 · Irrigation Work N/C	335,724.29	525,633.72	612,252.46	1,473,610.47
400040 · Lawn Mowing N/C	31,961.50	31,355.00	10,832.73	74,149.23
400050 · Mulch - N/C	73,341.29	57,557.78	11,442.89	142,341.96
400060 · Pest Control N/C	3,046.76	8,695.50	4,205.97	15,948.23
400070 · Plants & Materials N/C	2,775,407.20	3,012,057.78	5,390,102.50	11,177,567.48
400090 · Tree Work N/C	112.50	36,827.50	421,230.11	458,170.11
Total 400000 · Non Contracted	3,245,518.04	3,675,539.53	6,455,925.43	13,376,983.00
410000 · Sub contracted Income	519,840.19	711,096.55	958,105.63	2,189,042.37
420000 · Contracted Income	3,314,908.70	3,637,864.12	4,546,804.40	11,499,577.22
430000 · Based on % of job Completion	0.00	0.00	0.00	0.00
GROSS REVENUE - Other	0.00	9,400.00	0.00	9,400.00
Total GROSS REVENUE	7,080,266.93	8,033,900.20	11,960,835.46	27,075,002.59

Guys,

The insurance information is in the COIs you use for your bids. The company was established in 2002.

Thank you,  
Juan

**Juan M. Alvarez**

CFO / Director of Finance and Administration | ASI Landscape Management  
813-948-3938 (Office) | 813-948-7487 (Fax)



# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ameriscape Services, 9702 Harney Rd., Thonotosassa, FL 33592

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

Harrison Ranch CDD, 5755 Harrison Ranch Blvd, Parrish, FL 34219

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of

5% of the total amount of the bid

Dollars (\$ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Harrison Ranch CDD - Landscape Maintenance

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of October, 20 19

_____ (Witness)	Ameriscape Services (Principal) (Seal) Joseph Chiellini (Title) President
Christina Hayes (Witness)	FCCI Insurance Company (Surety) (Seal) Patty King Attorney-In-Fact







## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:  
Edward C Elsasser; Patty King; Stacey A Owen

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company

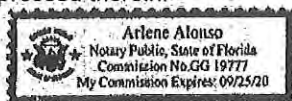


Cina Welch  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

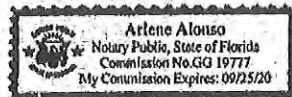


Arlene Alonso  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 16<sup>th</sup> day of October, 2019

Cina Welch  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary



**PROJECT MANUAL**

**FOR**

**LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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## PUBLIC NOTICE

### **REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT Manatee County, Florida**

Notice is hereby given that the Harrison Ranch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available beginning **September 23, 2019 at 12:00 p.m.** through **Friday, September 27, 2019, 5:00 p.m.** The Project Manual may be purchased from the offices of Rizzetta & Co., Inc. located at 12750 Citrus Park Lane, Ste. 115, Tampa, FL 33625. Cost of the Project Manual is \$100. Checks should be made payable to Rizzetta & Co., Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

The mandatory pre-proposal meeting will be held on **September 26, 2019, at 10:00 a.m. (EST)**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. All Proposers are required to purchase the Project Manual. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit proposals no later than **October 18, 2019 at 10:00 a.m. (EST)** at Rizzetta & Company, Inc., 12750 Citrus Park Lane, Ste. 115, Tampa, Florida 33625, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its proposal. 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 received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within seventy-two (72) hours after the day of the pre-proposal meeting. 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 with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager at 9428 Camden Field Parkway, Riverview, Florida 33578.

The Board will evaluate the proposals at a public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed **in writing by e-mail**



only to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com) with a copy to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com) and Lauren Gentry at [laureng@hgsllaw.com](mailto:laureng@hgsllaw.com) no later than **Wednesday, October 2, 2019, 4:00 p.m.**

#### NOTICE OF SPECIAL MEETINGS

Unless certain circumstances exist where a public opening is unwarranted, all proposals will be publicly opened at a special meeting of the District to be held at **10:00 a.m. (EST), October 18, 2019**, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. The Board will evaluate the proposals at a special public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. A copy of the agenda for either meeting can be obtained from the District Office at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 or by phone at 813-933-5571.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above locations will be present a speaker telephone so that any Board Supervisor or staff member can attend the meetings and be fully informed of the discussions taking place either in person or by telephone communication. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations to participate in the meetings is asked to advise the District Office at (813) 933-5571, at least 48 hours before either 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 Office.

Harrison Ranch Community Development District  
Justin Croom, District Manager

## HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

### Landscape & Irrigation Maintenance Services Manatee County, Florida

#### INSTRUCTIONS TO PROPOSERS

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer**”) no later than October 18, 2019 at 12:00 p.m. at the offices of Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
September 20, 2019	RFP Notice is issued.
September 23, 2019	RFP package available for purchase.
September 20, 2019 to October 18, 2019	Site inspections available. <i>Please contact Justin Croom at <a href="mailto:jcroom@rizzetta.com">jcroom@rizzetta.com</a> and John Toborg at <a href="mailto:jtoborg@rizzetta.com">jtoborg@rizzetta.com</a>, to schedule a time to visit the site.</i>
September 26, 2019 at 10:00 a.m.	Pre-proposal meeting.
October 2, 2019 at 12:00 p.m.	Deadline for questions.
October 18, 2019 at 10:00 a.m.	Proposals submittal deadline.

3. **MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at **10:00 a.m. on September 26, 2019**, located at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

4. **SIGNATURE ON PROPOSAL.** Each 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 authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and



location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof.

The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

**7. 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.

**8. PROJECT MANUAL.** The “Project Manual” and any addenda thereto, will be available on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). Proposers shall download a Project Manual prior to the mandatory pre-proposal meeting.

**9. 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.

**10. 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.

**11. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com), John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com), and Lauren Gentry at [laureng@hgslaw.com](mailto:laureng@hgslaw.com). Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **October 2, 2019 at 12:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail and posted on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). 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.

**12. SUBMISSION OF PROPOSAL.** Submit one (1) original, seven (7) hard copies & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Harrison Ranch Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**13. 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.

**14. 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 Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**15. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

**16. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that 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.

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

**18. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**19. 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 Project Manual. 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 and 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.



**20. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the mandatory pre-proposal meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**21. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

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

**23. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

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

**24. 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.

**25. BLACK-OUT PERIOD/CONE OF SILENCE.** The black-out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized



herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. **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.

27. **REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. **ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to 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.

29. **PROTESTS.** Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory pre-proposal meeting, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Harrison Ranch Community Development District, c/o: Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, ATTN: John Toborg and Justin Croom, District Manager.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest

relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Twenty Thousand Dollars (\$20,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
Request for Proposals – Landscape and Irrigation Maintenance Services**

**EVALUATION CRITERIA**

**1. Personnel & Equipment (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following criteria: 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; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

**2. Experience (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

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

This category addresses the following issues: 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 pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

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

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

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.\*

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

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

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

END

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\* Example: 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



## AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida  
COUNTY OF Hillsborough

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Pres/CEO for Americscape Services ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s:  
Addendums 2

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

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this 14 day of October, 2019.

Proposer: ASI Landscape Management  
By: [Signature]  
Title: CEO/owner

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14 day of October, 2019, by Jos Chudline of ASI Landscape, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☒ or did not ☐ take the oath.

Brenda Lynn Fernandez  
Notary Public, State of Florida  
Print Name: Brenda Lynn Fernandez  
Commission No.: GG 116628  
My Commission Expires: 7-29-2021



**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name ASI Landscape Management

Street Address 9702 Harney Rd.

P. O. Box (if any) \_\_\_\_\_

City Thonotosassa State FL Zip Code 33592

Telephone 813-948-3938 Fax no. 813-948-7487

1st Contact Name Joe Pichardo Title Br. Mgr.

2nd Contact Name Mark Almeda Title Dir. Operations

Parent Company Name (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_



- *Company Standing:*

Proposer's Corporate Form: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 2002

Is the Proposer in good standing with that State? Yes ☒ No ☐

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *What are the Proposer's current insurance limits?*

General Liability	<u>\$ 2,000,000.00</u>
Automobile Liability	<u>\$ 1,000,000.00</u>
Workers Compensation	<u>\$ 1,000,000.00</u>
Expiration Date	<u>12-26-2019</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Occupational License – Florida, Hillsborough County No. 96169

Pest Control License – Florida, No. JB135024

Pest Control Operator – Florida, No. JF184897

License as a Dealer in Agricultural Products – Florida, No. 116260-1

Nursery Stock Dealer Certificate of Registration – Florida, No. 47237971

Certified Arborist License – Florida, No. FL0710A

Pinellas County BMP Certification – No. 0139

FDOT Intermediate Maintenance of Traffic Certification – Qualified 6/4/13

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 9702 Harney Rd.

P. O. Box (if any) \_\_\_\_\_

City Thonotosassa State Florida Zip Code 33592

Telephone 813-948-3938 Fax no. 813-948-7487

1st Contact Name John Amarosa Title Director Operations

2nd Contact Name Joe Pichardo Title Branch Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>3</u>	Supervisors, who will be onsite <u>5</u> days per week;
<u>2</u>	Technical personnel, who will be onsite <u>10</u> days per <u>mo.</u> ; and
<u>6</u>	Laborers, who will be onsite <u>5</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Mark Almeda

Position / Certifications: Director of Operations(see attached)-CPO license-BMP-FNGLA

Duties / Responsibilities: Provide the operational plan of action to ensure efficiency and quality

% of Time to Be Dedicated to This Project: As Needed %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Liberty Properties

Contact: Nancy Goldberg Contact Phone: 407-858-4450

Project Type/Description: Landscape Maintenance Professional Parks

Duties / Responsibilities: Organize the operational plan for this portfolio

Dollar Amount of Contract: 600,000 plus

Proposer's Scope of Services for Project: Provide all aspects of landscaping needs.

Dates Serviced: Monday thru Saturday(6 days a week)

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Easy Mulch

Street Address 1010 N 19th St

P. O. Box (if any) \_\_\_\_\_

City Tampa State FL Zip Code 33605

Telephone 813-243-0300 Fax no. \_\_\_\_\_

1st Contact Name Dick Compton Title Owner

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: Install Mulch

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Jesuit High School

Contact: Chris Lucas Contact Phone: 813-877-5344

Project Type/Description: Install Mulch

Dollar Amount of Contract: 12,375.00



Proposer's Scope of Services for Project: Install Mulch thru out community

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

\_\_\_\_\_

Ameriscape completes background checks on all new hires and a DL  
check for potential drivers.

\_\_\_\_\_

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

## OFFICERS

PROPOSER: Ameriscape

DATE: 10-14-2019

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

[illegible]

## SUPERVISORY PERSONNEL

PROPOSER: Ameriscape

DATE: 10-14-2019

[illegible]



PROPOSER: Americscape

DATE: 8-17-2018

[illegible]

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
☒ No ☐ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Yes Management

Contact: Deanna Midkiff Contact Phone: 813-786-6409

Project Type/Description: HOA housing portfolio

Dollar Amount of Contract: 264,972.00

Scope of Services for Project: Full service landscape maintenance including irrigation and horticulture services. Annuals, mulch and palm trimming are also included as separate line items. Additionally we have supplied design and install services.

Dates Serviced: 2015-present

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2018 = 13,461.00

2017 = 11,960.00

2016 = 8,033,900

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project #1 Name/Location: Waterside Pointe

Contact: Kathy Bell Contact Phone: 352-242-4595

Project Type/Description: HOA

Dollar Amount of Contract: 209,037.00

How was the project similar to this project? large HOA with specific needs and and much detail.

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Full service landscape maintenance including monthly horticulture and irrigation services.

Annuals, mulch and palm trimming are also being done as additional services. We have also provided design services and installation of new plant material.

List of equipment used on site: Different types and sizes of mowers, line trimmers, blowers and edgers. Full service tree equipment including man lifts and chippers.

List of subcontractors used: n/a

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2017-current



• (Information regarding similar projects – continued)

Project #2 Name/Location: Calabay Park

Contact: Jennifer Conklin Contact Phone: 863-940-2863

Project Type/Description: Large HOA

Dollar Amount of Contract: 362,000.00

How was the project similar to this project? Very large in size and a very specific scope of work.

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Full landscape services including irrigation and horticulture. Additional services included hardwood and palm trimming along with annuals and mulch. Irrigation repairs were also done along with design and install services.

List of equipment used on site: Regular maintenance equipment such as mowers, blowers, edgers and line trimmers. There was also equipment related to tree service and installing of shrubs.

List of subcontractors used: n/a

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2018-current

- *(Information regarding similar projects – continued)*

Project #3 Name/Location: Liberty Property Trust

Contact: Nancy Goldenberg Contact Phone: 407-858-4450

Project Type/Description: Portfolio of different property types

Dollar Amount of Contract: 600,000 plus

How was the project similar to this project? \_\_\_\_\_

Liberty is a high expectation management firm with specific needs.

\_\_\_\_\_  
Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

Horticulture and irrigation services along with general maintenance  
services. We also handled irrigation repairs and trimming of all trees  
including palms and crepes.

\_\_\_\_\_  
List of equipment used on site: Full tree service including lifts, saws and  
stump grinders. General maintenance equipment such as edgers, trimmers  
mowers and blowers.

List of subcontractors used: n/a

\_\_\_\_\_  
Is this a current contract? Yes X No \_\_\_\_\_

Duration of contract: 2017-current

• *(Information regarding similar projects – continued)*

Project #4 Name/Location: Jesuit High School

Contact: Chris Lucas Contact Phone: 877-5344 ex-711

Project Type/Description: High School

Dollar Amount of Contract: 125,000.00

How was the project similar to this project? This is a very high profile school in a upscale part of Tampa. They require exceptional service with great deatail.

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Full service landscape maintenance including monthly horticulture and irrigation services.

Annuals, mulch and palm trimming are also being done as additional services. We have also provided design services and installation of new plant material.

List of equipment used on site: Different types and sizes of mowers, line trimmers, blowers and edgers. Full service tree equipment including man lifts and chippers.

List of subcontractors used: n/a

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2017-current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☒ No ☐ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Forest Lakes

Contact: Chaz Contact Phone: 813-928-5990

Project Type/Description: Multi unit Apts.

Dollar Amount of Contract: 16,000

Scope of Services for Project: This was a basic general services contract

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: 12-1-2017 thru August 2018

Reason for Termination: Regional was under pressure due to recent budget restraints from a new owner. (See letter attached)

\_\_\_\_\_

\_\_\_\_\_



- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes \_\_\_ No x*

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? \_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes \_\_\_ No \_\_\_

If yes, please describe each incident \_\_\_\_\_

\_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes \_\_\_ No x If yes, please provide:*

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

N/A

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ☒ No ☐ If yes, please explain:*

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## PROPOSAL FORM PART IV PRICING

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

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

### PART 1

**General Landscape Maintenance**

\$ 363,918.00 Yr

- Storm Cleanup \$ 150 /hr
- Freeze Protection (description of ability) Cover all annual beds.
- \$ 2,500.00 /application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)
- Hand Watering
- \$ 55.00 /hr for employee with hand-held hose
- \$ 105.00 /hr for water truck/tanker

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

### PART 2

**Fertilization (All labor and materials)**

\$ 44,200.00 Yr

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-0-11 w/ Stonewall	1 LBS N/1000 SF	2,583 lbs	\$2,650.00
April	20-0-11	1 LBS N/1000 SF	3,100 lbs	\$2,300.00
May	20-0-11 w/ Crosscheck	1 LBS N/1000 SF	3,100 lbs	\$3,000.00
July	High Mg/Fe Combo	2 OZ/5 gal. H2O/1000 SF	1,240 oz	\$4,000.00
September	High Mg/Fe Combo	2 OZ/5 gal. H2O/1000 SF	1,240 oz	\$4,000.00
November	24-0-11 w/ Stonewall	1 LBS N/1000 SF	2,583 lbs	\$2,650.00



BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	24-0-11 w/Stonewall	1lb/N/1000 sf	3750 lbs	5000.00
April	20-0-11	1lb/N/1000sf	4500 lbs	3500.00
June	High mg/fe combo	2 oz/5gal H2O1000/sf	1800 oz	5000.00
October	24-0-11 w/stonewall	1 lb n/1000sf	3750 lbs	5000.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-0-10	4 lbs/1000sf	2050	1500.00
June	High Mg/Fe Combo	2oz/5 galH2O/1000sf	440 oz	1500.00
October	8-0-10	4lbs/1000sf	2050	1500.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-2-12+4MG	1.5 lb/100sf	560	650.00
June	8-2-12+4MG	1.5 lb/100sf	560	650.00
September	8-2-12+4MG	1.5 lb/100sf	560	650.00
November	8-2-12+4MG	1.5 lb/100sf	560	650.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
	Included in ornamental	Included in ornamental	Included in ornamental	Included in ornament

**\*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)

\$ 5000.00 / Yr  
(If entire pesticide allowance is required) \*

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

**OTC Injections** (All labor and materials) \$ 0.00 / Yr (based on quantities below)  
(OTC injections per specs - do not include in Grand Total)

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

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
N/A	0			

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 19,000.00 / Yr

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

#### PART 4

**Irrigation** (All labor and materials) ( \$ 170.00 / Zone) \$ 54,389.00 /Yr

Freeze Protection (description of ability) Will Cover exposed piping, back flows and pumps.

\$ 500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 85.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

#### PART 5

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

1140 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 40.00 /CY (October Application)

And

900 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 40.0 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch** \$ 81,600.00 /Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### PART 6

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ 2.25 /annual.

\$ 15,621.00 /rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) per specs at the direction of the District at \$ 5.50 /perennial.

\$ 42,973.00 /Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ 467,506.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>579,510.97</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>579,510.97</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>579,510.97</u> /Yr*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.



## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>35.00</u>	Hour
B.	Bush-Hog w/operator	\$ <u>105.00</u>	Hour
C.	Tractor w/operator	\$ <u>105.00</u>	Hour
D.	Supervisor with Transportation	\$ <u>85.00</u>	Hour
E.	Laborer with hand equipment	\$ <u>35.00</u>	Hour
F.	Truck w/driver	\$ <u>55.00</u>	Hour
G.	Irrigation Tech	\$ <u>65.00</u>	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ <u>100.00</u>	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ <u>100.00</u>	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ <u>100.00</u>	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ <u>100.00</u>	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ <u>100.00</u>	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ <u>100.00</u>	Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>35.00</u>	Hour
O.	Lump Sum Mowing ( <sup>1</sup> ), entire community	\$ <u>12,375.00</u>	Per Mow

12,375.00

<sup>1</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

- |    |  |                          |
|----|--|--------------------------|
| A. | Debris removal personnel unit costs:         |                          |
|    | <u>General labor</u>                         | \$ <u>55.00</u> per Hour |
|    | <u>Tree Labor</u>                            | \$ <u>65.00</u> per Hour |
|    | <u>Grapple Trk. Drvr.</u>                    | \$ <u>70.00</u> per Hour |
| B. | Debris removal equipment unit costs:         |                          |
|    | <u>Grapple Truck</u>                         | \$ <u>80.00</u> per Hour |
|    | <u>Tree Equip.</u>                           | \$ <u>75.00</u> per Hour |
|    | <u>Trucks &amp; Trailers</u>                 | \$ <u>95.00</u> per Hour |
| C. | Other emergency/disaster related unit costs: |                          |
|    | _____  | \$ _____ per Hour        |
|    | _____  | \$ _____ per Hour        |
|    | _____  | \$ _____ per Hour        |

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of \_\_\_\_\_ ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 14 day of October, 2019.

Proposer: ASI Landscape Management  
By: [Signature]  
Title: CEO/owner

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me this 14 day of October, 2019, by Joe Chiellini of ASI Landscape who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [☒] or did not [☐] take the oath.

Brenda Lynn Fernandez  
Notary Public, State of Florida  
Print Name: Brenda Lynn Fernandez  
Commission No.: GG 116628  
My Commission Expires: 7-29-2021



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Pres/CEO for Ameriscape Services ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 9702 Harney Rd  
Thonotosassa FL 33592
4. Proposer's Federal Employer Identification Number (FEIN) is 04-3641966  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted



of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 14 day of October, 2019.

Proposer: ASI Landscape Management  
By: [Signature]  
Title: CEO/owner

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14 day of October, 2019, by Loichellini of ASI landscape, who is personally known to me or who has produced as identification, and did [☒] or did not [☐] take the oath.

Brenda Lynn Fernandez  
Notary Public, State of Florida  
Print Name: Brenda Lynn Fernandez  
Commission No.: GG 116628  
My Commission Expires: 7.29.2021



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Pres/CEO for Ameriscape Services ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 9702 Harney Rd  
Thonotosassa FL 33592
4. Proposer's Federal Employer Identification Number (FEIN) is 04-3641966  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this 14 day of October, 2019.

Proposer: ASI Landscape Management

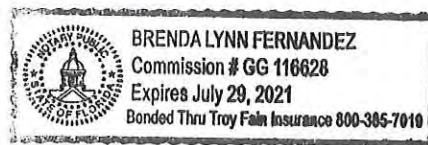
By: [Signature]

Title: CEO/owner

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14 day of October, 2019, by Joe Chiellini of ASI Landscape who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☒ or did not ☐ take the oath.

Brenda Lynn Fernandez  
Notary Public, State of Florida  
Print Name: Brenda Lynn Fernandez  
Commission No.: GG 116628  
My Commission Expires: 7-29-2021





**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**Harrison Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578 ("**District**"); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("**Contractor**," and collectively with the District, "**Parties**").

**RECITALS**

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

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

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a "**Project Manual**," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, "**Work**"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the

District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

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 shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This

authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager (currently Justin Croom) and Field Services Manager (currently John Toborg), both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 19 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin November 18, 2019 and end November 17, 2020 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per year, in monthly amounts of



\_\_\_\_\_ (\$\_\_\_\_\_). Such compensation covers only the items specified in Parts 1, 2, 3 & 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to



Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

**8. INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** 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.
  - ii. **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.
  - iii. **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.
  - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. 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.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. 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.
- g. 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.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. 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.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that

any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 Agreement 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.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**12. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the



District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

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

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.



(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this

Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

27. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jere Earlywine

**B. If to Contractor:**

Ameriscape Services  
9702 Harney Rd.  
Thonotosassa FL 33592  
Attn: Joe Chiellini

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

29. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

31. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's



request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

32. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

34. **COUNTERPARTS.** 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



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

ATTEST:

**HARRISON RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_

- ☐ Secretary  
☐ Assistant Secretary

By: \_\_\_\_\_

- ☐ Chairperson  
☐ Vice Chairperson

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

- Exhibit A: Scope of Services**  
**Exhibit B: Proposal Pricing (Part IV of Proposal Form)**  
**Exhibit C: Other Forms**  
**Exhibit D: Maintenance Map**

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

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. This is to re-introduce nutrients in the clippings back into the soil system. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than 24 hours and then re-distributed across the lawn. Mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must travel in a counter-clockwise direction. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Contractor shall maintain a mowing strip adjacent to both sides of the shell hiking trail equal to a standard riding mower width (3’-4’) where possible. Additionally, all lateral and overhead encroachment (vines, limbs, palm fronds, tree branches, dead, fallen limbs, etc.) shall be cut back and removed from all trails. Up to a height of 9’ shall be kept clear above trails. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Harrison Ranch Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures (including rip-rap areas) shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in

flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. With the exception of the shell hiking trail, Chemical edging shall not be permitted anywhere on property. However, sprayed material must be hand-removed once it is dead.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

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



all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. If mosses are remaining from previous contract, the removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

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

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS, LAKE BANKS OR CDD-MAINTAINED TRACTS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

- 4) **WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre

& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

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

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

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

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Hurricane blowers are not to be used in areas that will blow the mulch away from the pavement edge, be it sidewalk or curb & gutter. If this occurs, Contractor will be required to either replace the mulch or rake mulch from under the plant crowns and back into the area it was intended. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

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

## PART 2

### FERTILIZATION

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

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

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

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

#### All Bahia Sod:

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

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



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

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

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

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

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

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

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

#### **PALM FERTILIZATION:**

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

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

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### PEST CONTROL

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

**Insects and Disease Control for Trees, Palms and Plants** Contractor is responsible for diagnosis and treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known cure exists, such as Ganoderma, Lethal Yellowing, Lethal Bronzing (f.k.a. TPPD) and Fusarium Wilt, etc. Contractor will be responsible for the diagnosis and treatment of preventable afflictions. Although not a cure and without a 100% effectiveness guarantee, there is a preventative treatment for Lethal Bronzing & Lethal Yellowing; OTC injections. At the CDD's discretion, an inoculation program may be initiated with the maintenance contractor. The cost of these inoculations should be included as a separate line item in your Pest Control price but not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s), quantity of injection to be determined by the Contractor based on the size of the palm. Each trunk of each multi-trunk Reclinata Palm shall receive an injection. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

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

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

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

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

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

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "CDD Owned & Maintained Lands" on the Maintenance Exhibit. These areas are indicated with a pink color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include pond banks or CDD-maintained tracts adjacent to or behind the residential properties or between ponds and conservation areas.

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

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

## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 2,200 zones, 22 controllers, 2 pump stations & 1 well).

These inspections shall include:

A. Irrigation Controllers

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

B. Water Sources

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

C. Irrigation Systems

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

D. Report

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

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs,



groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

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

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

## PART 5

### INSTALLATION OF MULCH

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

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

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Any mulch blown away from sidewalk edges or curb lines, shall be brought back to its original location. This is specifically for, but not limited to, the use of Hurricane Blowers. However, standard blowers can cause the same effect.

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

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

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

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

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **One Thousand Nine Hundred and Eighty. (1,980)** annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec., Mar., June, and Sep.)

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

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

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

[END OF SECTION]

**EXHIBIT "B"**  
**PRICING PROPOSAL (PART IV OF PROPOSAL FORM)**



**EXHIBIT "C"**  
**OTHER FORMS**

## WEEKLY WORK JOURNAL

*This form (or a similar form) must be filled out at the end of each daily visit and turned in to the clubhouse office.*

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IRRIGATION TECHNICIAN'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**



**EXHIBIT "D"**  
**MAINTENANCE MAP**



## Harrison Ranch CDD

Landscape and Irrigation Maintenance

Proposal

October 2019

Presented to: John Toborg- Sr Field Services Manager  
Rizzetta & Company  
Harrison Ranch Community Development District

Kyle DuBois. Business Developer. BrightView Landscape Services, Inc.  
813 476 0304  
[Kyle.dubois@brightview.com](mailto:Kyle.dubois@brightview.com)

October 15, 2019

**John Toborg- Sr Field Services Manager**

**Rizzetta & Company, Inc.**

12750 Citrus Park Ln. Suite 115. Tampa, FL. 33625

RE: **Harrison Ranch Community Development District**

**Landscape and Irrigation Maintenance Proposal**

Dear Harrison Ranch Board:

BrightView is pleased to submit a landscape proposal for your Harrison Ranch community. Based on our 80 year history of servicing high-end communities, our eight years servicing your community from 2011-2018 and the information shared at our meetings, we will focus on:

- **Pro-active communication**
  - **Providing consistent, high quality service**
  - **Maintaining turf and plant material health**
- 
- **Your BrightView Team:** Our plan for Harrison Ranch is to have one dedicated Account Manager, Albert Armas, who will be responsible and accountable for all of the landscape activities on the property. Your BrightView team is committed to exceeding your expectations and continuing to offer solutions that will bring value to Harrison Ranch.
  - **One Source Drives Value:** BrightView Landscape is a full service landscape contractor meaning **we do not subcontract any of our services**. We can service all of the Harrison Ranch landscape needs in-house with all associates being specialists in their particular trade. Our clients find this to be a huge value in that we are responsible for all of the landscape services, resulting in no “finger pointing” between vendors for services.
  - **We warranty our service**, barring Acts of God of course. BrightView takes care of our associates, as well as our clients, and takes pride in what we do every day, all day.

Thank you for the opportunity to submit this proposal. Feel free to contact me at (813) 476-0304 or by email at [kyle.dubois@brightview.com](mailto:kyle.dubois@brightview.com)

*Kyle DuBois*

Kyle DuBois  
Business Developer

*John Cornelius*

John Cornelius  
Ruskin Branch Manager

## Weekly Maintenance Program Narrative

### Our weekly maintenance plan is based on your Scope of Work provided.

Our goal is to continually provide a noticeable difference between our services and other landscape contractors. We highlighted some additional information on our weekly plan.

#### High Visibility Mowing Crew

- You will have a **specific 5 person St Augustine Mow Team** on property weekly to perform all the mowing, edging, string-trimming, and blowing.
- Your St Augustine Mowing Crew will service entrance, main boulevard, clubhouse and pocket park areas.
- We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.



#### Pond Area Mowing Crew

- You will have a **separate 5-person Pond Mowing Crew on property weekly** to perform pond bank mowing, line trimming to water's edge and swales.
- Your Pond mow team will be **on property five days a week**.





#### Pruning Schedule:

- Your **completely separate 4-person Detail/Pruning crew will service entire community completely in two weeks.**
  - There will be no skipped days in detail/pruning services until the entire community is complete.
  - **Your Detail and Pruning team will not be the same members as your mowing crew or pond mowing crew.** All crews are specialist at their particular service.
- 
- This program gives us the ability to adjust the monthly prune schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.
  - Our schedule will guarantee we maintain and minimize the variance of “long and short” shrub pruning every month on all shrub and ground cover beds. The appearance of all shrubs throughout Harrison Ranch will look more “uniformly pruned” over the course of every month.
  - This schedule will be updated monthly and a copy will be provided to you for final approval.



### Agronomic Program: Turf, Shrubs and Ground Cover

- We will have **two spray/weed-control technicians on property monthly**.
- Your spray and weed-control technicians will be **on property for 2 weeks straight each month**.

### Monthly Irrigation Service

- An Initial Irrigation Audit of entire property to be performed within first 30 days. This includes checking Valves, Zones, Lateral Line breaks, adequate water coverage and broken heads throughout entire community and provide a detailed report of findings.
- Your Irrigation Technicians will be **on property seven days a month**.
- A report will be provided to management monthly.



### Supervisors on Property Daily

- Your Common Area Mowing Team will have a Crew Leader with them every day they are on property.
- Your Pond Mowing Team will have a Crew Leader with them every day they are on property.
- Your Detail/Pruning Team will have a Crew Leader with them every day they are on property.
- The BrightView Harrison Ranch Production Manager, Dennis Upper, will be on property daily every week.
- The BrightView Harrison Ranch Account Manager, Albert Armas, will be on property daily every week. **Albert was the Account Manager at Harrison Ranch from 2011-2018 when BrightView serviced your community.**

## Transition Plan:

### Results in the first 30 Days

Our goal is to show a noticeable difference, especially on your priority issues, within the first 30 days on the job.

Upon the BrightView Start Date our Team will start the following process and inspections:

<b>Irrigation</b> <ul style="list-style-type: none"><li>• Check irrigation systems and components for proper operation</li><li>• Map the system showing locations of major components</li><li>• Sample the soil and adjust watering for desired moisture</li><li>• Recommend necessary repairs and upgrades</li></ul>	<b>Shrubs and Beds</b> <ul style="list-style-type: none"><li>• Remove weeds</li><li>• Prune selected shrubs</li><li>• Remove poor performing plants, plants too close to tree trunks and groundcover crowding shrubs</li><li>• Bevel cut edges of groundcover adjacent to hardscape</li><li>• Apply insect and disease control to treatable diseased plant material</li></ul>	<b>Safety</b> <ul style="list-style-type: none"><li>• Trim plant material or trees hindering or blocking line of sight at intersections and monuments</li><li>• Fix tripping hazards in the turf and hardscape</li><li>• Identify drainage problems and propose solutions</li></ul>
<b>Communication</b> <ul style="list-style-type: none"><li>• Introduce the Account Manager and walk the site together</li><li>• Determine your communication preferences</li></ul>	<b>Turf</b> <ul style="list-style-type: none"><li>• Apply broadleaf weed control where necessary</li><li>• Apply pre-emergence weed control to inhibit new weed growth</li><li>• Get turf to correct industry standard mowing height.</li></ul>	<b>Trees</b> <ul style="list-style-type: none"><li>• Prune selected trees</li><li>• Install tree wells as needed</li><li>• Limb up low hanging branches throughout property.</li><li>• Adjust any leaning trees.</li></ul>

## Quality Site Assessment

Your Account Manager will provide an in-depth monthly report with photos. Your team and manager will walk your community every month and put together a Quality Site Assessment for your managers and Board. Quality Site Assessments include:

- Maintenance service items needed on property
- Action plans
- Recommendations for enhancements

The following pages are a Quality Site Assessment for Harrison Ranch conducted October 2019.

## Quality Site Assessment

### General Information

*Property Name:* Harrison Ranch CDD

*Date:* Wednesday, October 09, 2019

*Next Inspection Date:* Saturday, November 09, 2019

*Client Attendees:* None

*Brightview Attendees:* Alberto Amas, Kyle

### CUSTOMER FOCUS AREA:

Entrance

### CARRYOVER ITEMS (CheckBox = DONE): None Noted

### MAINTENANCE ITEMS:

- 1) Flowers need seasonal change out
- 2) Trimming of shrubs needed
- 3) leaking irrigation valve at entrance
- 4) Improved pruning on shrubs
- 5) Irrigation mainline break
- 6) Remove Pepper trees growing over the side walk
- 7) Review deferred maintenance tasks
- 8) Potential overall Irrigation issues results are plants declining
- 9) Weed pressure in bed areas
- 10) Remove dead ground cover at the Galloway
- 11) Complete irrigation audit
- 12) Chinch bug activity on stressed turf areas
- 13) Turf stressed due to lack of water
- 14) Hog damage to turf at Etor rd
- 15) Turf needs fert and insecticide apps

### RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Recommend tree pruning to remove moss
- 2) Recommend a three year plan structure pruning to prevent wind damage to tree during a storm
- 3) Flower change out schedule

### NOTES TO OWNER/CLIENT:

- 1) Turf is in need of fert and insecticide
- 2) Irrigation needs immediate attention



## Quality Site Assessment

### Maintenance Items

Flowers need changed out



[ 1 / 16 ]

### Maintenance Items

Trimming of shrubs needed



[ 2 / 16 ]

### Maintenance Items

Leaking irrigation valve at entrance



[ 3 / 16 ]

### Maintenance Items

Pruning on shrubs



[ 4 / 16 ]

## Quality Site Assessment

Maintenance Items

Irrigation mainline break



[ 6 / 16 ]

Maintenance Items

Pepper trees growing over the side walk



[ 8 / 16 ]

Maintenance Items

Differed maintenance



[ 7 / 16 ]

Maintenance Items

Irrigation issues plants declining



[ 8 / 16 ]



## Quality Site Assessment

Maintenance Items

Weed pressure in bed areas



[ 9 / 16 ]

Maintenance Items

Dead ground cover at the Galloway



[ 10 / 16 ]

Maintenance Items

Declining shrubs due to irrigation



[ 11 / 16 ]

Maintenance Items

Chinch bugs on turf due to stress lack of water



[ 12 / 16 ]

## Quality Site Assessment

### Maintenance Items

Turf stressed due to lack of water



2019-10-09

[ 13 / 16 ]

### Maintenance Items

Hog damage to turf at Etor rd



2019-10-09

[ 14 / 16 ]

### Maintenance Items

Turf needs fert and insecticide apps



2019-10-09

[ 15 / 16 ]



## Quality Site Assessment

### Recommendations for Property Enhancements

Recommend tree pruning to remove moss



2019-10-09

[ 1 / 3 ]

### Recommendations for Property Enhancements

Recommend a three year plan structure pruning to prevent wind damage to tree during a storm



2019-10-09

[ 2 / 3 ]

### Recommendations for Property Enhancements

Flower change outs



2019-10-09

[ 3 / 3 ]

# Table of Contents; BrightView Proposal

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- BrightView Location to Harrison Ranch

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- Certificate of Insurance
- Licenses
- Affidavits
- Sworn Statements

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

- *Proposer General Information:*

Proposer Name: BrightView Landscape Services, Inc.

Street Address 415 27<sup>th</sup> Street SE

P. O. Box (if any):

City Ruskin State FL Zip Code: 33570

Telephone 813 641-3672 Fax no. 813 641-7982

1st Contact Name John Cornelius Title: Branch Manager

2nd Contact Name Kyle DuBois Title: Business Developer

Parent Company Name (if any): BrightView Companies, Inc.

Street Address: 24151 Ventura Blvd.

P. O. Box (if any):

City Calabasas State CA Zip Code 91302

Telephone 818 223-8500 Fax no. 818 223-8142

1st Contact Name: Michael Dozier Title Reg. President

2nd Contact Name: Todd Chestnut Title Reg. Vice Pres.

- *Company Standing:*

Proposer's Corporate Form: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 1988

Is the Proposer in good standing with that State? Yes X No     

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No     

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *What are the Proposer's current insurance limits?*

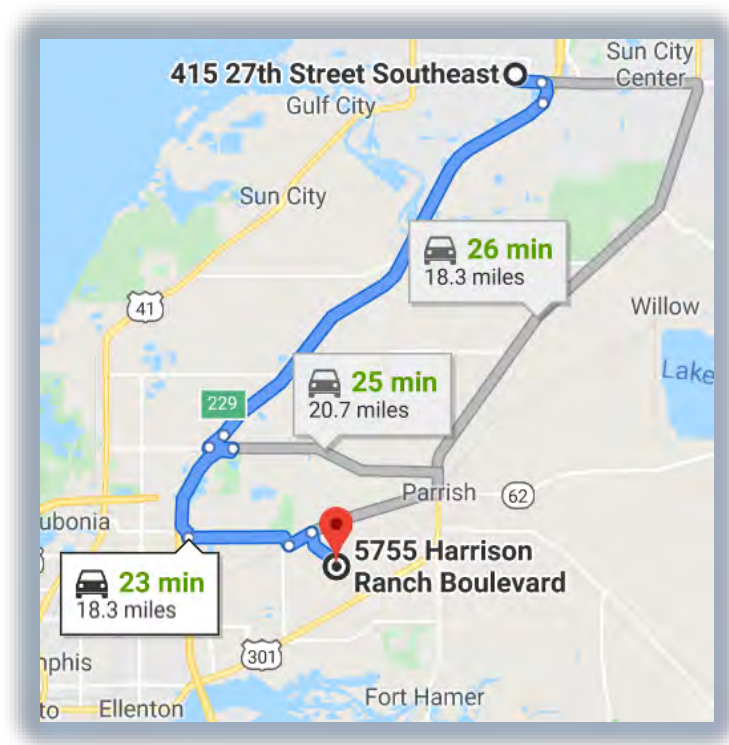
General Liability	<u>\$ 2,000,000.00</u>
Automobile Liability	<u>\$ 2,000,000.00</u>
Workers Compensation	<u>\$ 2,000,000.00</u>
Expiration Date	<u>12/31/19</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

State Certified Pest Control Operators (4) in Good Standing (GS)  
State Certified Best Management Practices (BMP) (7) (GS) State Certified Landscape Contractors (1) (GS)  
State Certified Arborist #FL 1206 A (1) (GS) Ph. D. Horticulturist/Plant Physiology (1) (GS)  
State Certified Irrigation Contractor (1) (GS) State Certified Irrigation Designer (1) (GS)  
State Certified Landscape Irrigation Auditor (1) (GS) State Certified Irrigation Technician (2) (GS)  
Hillsborough County Operators License  
\_\_\_\_\_



## BrightView Branch Location to Harrison Ranch



- Our Ruskin Branch is near I75 Ruskin exit. This Branch will be the dispatch location for the service team engaged with Harrison Ranch.
- **Our branch is 18 miles from your community and a 25 minute drive.**
- Our Ruskin Branch was established in 1990. This branch currently services many of your neighbors including:
  - Lakeside Preserve
  - Riviera Dunes Yacht Club and Hammocks at Riviera Dunes
  - Hammocks at River Wilderness

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 415 27<sup>th</sup> Street SE

P. O. Box (if any) \_\_\_\_\_

City Ruskin State FL Zip Code 33570

Telephone 813 641-3672 Fax no. 813 641-7982

1st Contact Name John Cornelius Title Branch Manager

2nd Contact Name Alberto Armas Title Account Mgr.

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

Two (2) Supervisors, who will be onsite 5 days per week;

Four (4) Technical personnel, who will be onsite 5 days per week; and

Twelve (12) Laborers, who will be onsite 5 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No      If yes, please provide*

*the following information for each person (attach additional sheets if necessary):*

Name: Cal Legget Horticulturist

Position / Certifications: General Manager, Technical Services / FL CPO, FL BMP

Duties / Responsibilities: Oversees all Southeast Region Agronomics and Pest, Bacterial Fungus and Disease Issues.

% of Time to Be Dedicated to This Project: As Needed %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Diagnosing and Solving Horticultural Issues.

Contact: Jose Concepcion, Lead Irrigation Director Contact Phone: 813 621-6619

Project Type/Description: Irrigation Specialist / Design, Troubleshooting, Solutions

Duties / Responsibilities: Assist with all Job Specific Irrigation Issues

Dollar Amount of Contract: Millions

Proposer's Scope of Services for Project:

Cal and Jose will be available to inspect, review and solve any Horticultural or Irrigation  
Issues that may arise on the job site. Palm diseases, Turf diseases, Soil Issues and Samples  
New Installations, etc. They are employed to solve problems and effect efficiencies.

Dates Served: Continuous.

• *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes \_\_\_\_\_ No X For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Not Applicable – We self Service all Landscape Functions

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer: Project

Name/Location: Not Applicable – We self Service all Landscape Functions

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

*Not Applicable – We self Service all Landscape Functions*

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Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

*Pre-employment Drug Testing, Pre-Employment Background Checks, Pre-Employment DMV Checks, Post-Accident Drug Testing. We furthermore equip all employees with uniforms, Personal Protection Equipment and Hi-Vis Safety Vests with Name Tags. All Truck and Trailer units also use Hi-Vis cones when parked.*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*



## OFFICERS

PROPOSER: BrightView Landscape Services, Inc.

DATE: October 15, 2019

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Andrew Masterman	CEO	Leadership of 34 Landscape Branches across the US	Rockville, MD
Michael Dozier	Regional Vice President	Leadership of the Southeast Region of the Company	Atlanta, GA
Cal Leggett	General Manager, Technical Services	Oversees all Technical Services of the Southeast Region	Orlando, FL
Paul Richau	General Manager	Oversees all Operations of the West Florida Market – Hillsborough, Pinellas, Polk, Pasco, Hernando & Citrus Counties	Tampa, FL
Russell Simmons	Vice President, Sales	Oversees all Southeast Region Sales	Miami, FL
Keith Wilson	Regional Sales VP	Oversees Central Florida Sales	Tampa, FL
FOR PARENT COMPANY (if applicable)			
Andrew Masterman	CEO	Leadership of Maintenance Division	Rockville, MD
Jeff Harold	Vice President	Leadership of Corporate Operations	Rockville, MD

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: BrightView Landscape Services, Inc.

DATE: October 15, 2019

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
John Cornelius	Branch Manager	Oversees all Functions, and Operations of the Branch	Ruskin, FL	20 / 1	28	33
Alberto Armas	Account Manager	Oversees all Operations and Personnel of a few Accounts	Ruskin, FL	40 / 2	27	30
Dennis Upper	Production Manager	Oversees the Specific Job – Crews and Client Concerns	Ruskin, FL	50 / 2	18	24
Santiago Pugu	Agronomics Technician (Spray)	Conducts all Fertilizer, Weed and Pest Control Apps	Ruskin, FL	50 / 1	28	36
Jose Concepcion	Irrigation Technician	Inspects and Adjusts all On Site Irrigation Systems	Ruskin, FL	40 / 1	25	28
Martin Padilla	Enhancements and Tree Work	Oversees all Enhancements and Tree/Palm Pruning	Ruskin, FL	20 / 1	28	32

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: BrightView Landscape Services, Inc.

DATE: October 18, 2019



QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	F-250 Crew Cabs	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
2	F-450 Dump Truck	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
1	F-250 Spray Truck	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
1	F-250 Irrigation Truck	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
2	Toyota Tacoma	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
1	F-150 Pick-up Truck	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
1	96in Batwing Mower	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
5	ZTR 60in Mower	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
2	Ride on Z sprayer	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
1	Arial Lift	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
1	John Deere Utility cart	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin
30	2 cycle blowers, String Trimmer, Stick Edger, Hedge Trimmer, chain saw, power pruner	Harrison Ranch	415 27 <sup>th</sup> Street SE , Ruskin



### Route Trucks

- (26) Ford F150 ½ Ton Pick Ups
- (30) Ford F250 ¾ Ton Pick Ups
- (5) Ford F350 Trucks
- (6) Ford F550 – F850 Trucks



### Mower Equipment

- (8) 48" Walk behind mowers
- (15) 52" Stand on mower
- (2) 11' Batwing Mowers
- (30) 61" Riding Mowers



### Spray Trucks

- Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons, 600 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount

### Irrigation Truck

- (3) Ford F250 SC XL
- Ford Van

### Dump Body Trucks

- (3) Ford F450 Trucks

### Trailers

- (32) Custom Built Equipment Trailer
- 10' Flatbed
- Bayside 16'x6'
- Weld Rite 16'x6'
- (7) 20' Enclosed Trailer

### Large Equipment

- (2) Kubota R520 Loaders
- (3) Skid Steer Loaders

### Field Equipment (600 units)

- Gas articulating shears
- Hand shears
- Straight shears
- Backpack sprayers
- Fertilizer spreaders
- Hand spreaders
- Riding fertilizer spreaders





## Harrison Ranch Service Team

The team selected to maintain Harrison Ranch are all the same team members who managed Harrison Ranch from 2011-2018.

### John Cornelius, Senior Branch Manager

- 29 Years with BrightView Landscapes.



- Oversees all operations within the branch including customer service, labor, equipment, safety and all administrative functions.
- Graduated from the University of Rhode Island with a degree in Horticulture
- Certified Irrigation Contractor
- State of Florida Green Industries Best Management Practices Certified
- State of Florida Pest Control Spray License

John lives in the Riverview area and has been with BrightView for 29 years. He manages our Ruskin branch that will be servicing Harrison Ranch. He has been in the landscaping industry and Tampa region for 33 years.



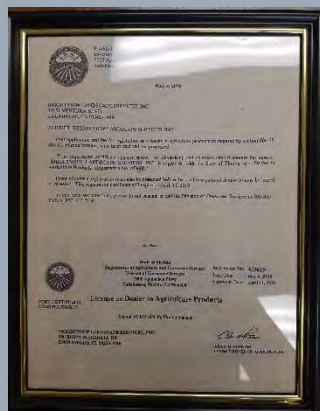
## Albert Armas, Account Manager, Harrison Ranch

- 27 Years with BrightView Landscapes



- Albert will be responsible for the management and local supervision of this partnership.
- He is your Single-Point-of-Contact Manager for Harrison Ranch.
- On Property Daily.
- Oversees crews on daily production and meeting our client's needs and wants.
- State of Florida Green Industries Best Management Practices Certified

Albert lives in the Wimauma area. Albert has been with BrightView for 27 years and has managed in the Parrish area for over 26 years. He specializes with larger communities.



## Martin Padilla, Enhancement Manager

- 29 years with BrightView Landscape Services



- Oversees Enhancement Crews on daily production and meeting our client's needs and wants.
- Licensed Commercial Fertilizer Applicator
- State Spray ID Card Holder
- State of Florida Green Industries Best Management Practices Certified
- 30 years Landscape Maintenance, Design, Installation experience.



## Joey Shears, Certified Pest Control Operator

- 29 Years with BrightView Landscape Services



- State of Florida Certified Landscape Contractor
- State Licensed Pest Control Operator
- State of Florida Green Industries Best Management Practices Certified
- 28 years Landscape Maintenance, Design, Installation experience.



## Harrison Ranch Service Team

TEAM MEMBER	TITLE	RESPONSIBILITIES
<b>Albert Armas</b>	Account Manager	<ul style="list-style-type: none"> <li>Accountable for your complete satisfaction</li> <li>Maintains schedule</li> <li>Ensures compliance to job specs and quality</li> <li>Manages crews</li> <li>Interfaces with on-site contact</li> </ul>
<b>Dennis Upper</b>	Production Manager/Crew Leader	<ul style="list-style-type: none"> <li>Schedules workload for crew</li> <li>Ensures readiness of workers, tools and material</li> <li>Maintains safe working conditions</li> <li>Trains field personnel</li> <li>Assists with large pruning jobs, chemical applications</li> <li>Identifies areas that need attention</li> </ul>
<b>Jose Concepcion</b>	Irrigation Specialist	<ul style="list-style-type: none"> <li>Conducts monthly irrigation inspections</li> <li>Adjusts, repairs and troubleshoots problems</li> </ul>
<b>Jose Shears Santiago Pugu</b>	Pest Control Specialist	<ul style="list-style-type: none"> <li>Applies insecticides, herbicides, fungicides and other chemicals, safely and in accordance with industry standards</li> </ul>
<b>5-Person St Augustine Crew</b>	Crew Members	<ul style="list-style-type: none"> <li>Operate mowers and small handle-held machines</li> <li>Daily clean-up</li> <li>Responsible for pruning, trimming and detail of property</li> </ul>
<b>5-Person Pond Mowing Crew</b>		
<b>4-Person Detail Crew</b>		





## BrightView Landscape Design Team

Tyler Drew, Regional Design Manager.

- 10 Years with BrightView Landscape Services



- 23 Years in Landscape Industry
- Certified Horticultural Professional
- Oversees Landscape Design for West Florida Market.
- Project Manager for Larger Design and Build Projects.
- Detailed Enhancement Plans, Photo Realistic and 3D Rendering
- Facilitates Irrigation As-Builds and Mapping
- Assists Boards and Property Managers with Project budgeting and planning for Landscape, Hardscape,

Lightning and Irrigation Design.

- 3D Rendering of enhancement areas.
- Before and After Renditions of enhancement areas complete with quote based on your budget.





## Design Capabilities

Our Enhancement Specialists have the ability to improve the curb appeal of Harrison Ranch. If you ever feel the need to upgrade your entrance, clubhouse area or anywhere, BrightView has the team and capabilities in place to help you make an



Dull overgrow entry island



Using our Imaging software to show the possibilities



Entrance without much color



Installing Perennial Color w/Accents and Annual flowers

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?*
- *Yes X No      If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: Harrison Ranch CDD

Contact: John Toborg Contact Phone: 813 994-1001

Project Type/Description: Community Development District

Dollar Amount of Contract: \$375,000.00 plus

Scope of Services for Project: Complete landscape maintenance service including, mowing, trimming, edging and blowing. Shrub pruning and detail. Turf, Shrub, Tree & Palm fertilization, Weed & Pest Control, Irrigation Inspections and Repairs, Mulch Applications, Annuals Installation and Dead-Heading, Tree & Palm Care and Pruning, Palm Inoculations, Enhancement Proposals and Installation, Site Renovation.

Dates Serviced: April 2011 - 2018

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2018 = \$575 Million

2017 = \$536 Million

2016 = \$465 Million

- *Has the Proposer performed work for a community development district previously?*
- *Yes X No      If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: Belmont CDD

Contact: Christine Perkins Contact Phone: 813 533-2950

Project Type/Description: Community Development District

Dollar Amount of Contract: >\$300,000.00

Scope of Services for Project: Complete landscape maintenance service including, mowing, trimming, edging and blowing. Shrub pruning and detail. Turf, Shrub, Tree & Palm fertilization, Weed & Pest Control, Irrigation Inspections and Repairs, Mulch Applications, Annuals Installation and Dead-Heading, Tree & Palm Care and Pruning, Palm Inoculations, Enhancement Proposals and Installation, Site Renovation.

Dates Serviced: 2017- Current

- *Has the Proposer performed work for a community development district previously?*
- *Yes X No      If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: Oakstead CDD

Contact: Nancy Intni Contact Phone: 813-944-0120

Project Type/Description: Community Development District

Dollar Amount of Contract: >\$200,000.00

Scope of Services for Project: Complete landscape maintenance service including, mowing, trimming, edging and blowing. Shrub pruning and detail. Turf, Shrub, Tree & Palm fertilization, Weed & Pest Control, Irrigation Inspections and Repairs, Mulch Applications, Annuals Installation and Dead-Heading, Tree & Palm Care and Pruning, Palm Inoculations, Enhancement Proposals and Installation, Site Renovation.

Dates Serviced: 2012- Current

## Additional CDD Experience

### Tampa Region

- Waterleaf CDD
- Belmont CDD
- Oakstead CDD
- South Shore CDD
- Lucaya Lake CDD
- Cross Creek CDD



### Sarasota Region

- Bobcat Trails CDD
- Venetian CDD
- Grey Hawk Landing CDD
- West Village CDD



### Orlando Region

- The Villages CDD
- Concord Estates CDD
- Anthem Park CDD
- Greenway CDD
- Orlando CDD Baldwin Park
- Myrtle Creek CDD
- Tavistock CDD





- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Kings Point Master Association

Contact: Jane Doccieri Contact Phone: 813-357-9430

Project Type/Description: Maintenance Free Community

Dollar Amount of Contract: >\$300,000.00

How was the project similar to this project? This community is serviced by same branch as Harrison Ranch will be. High profile, maintenance-free community where landscaping is of the upmost importance to residents. Meet with Board monthly to go over past month's services and plans for future months.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Complete landscape maintenance service

including, mowing, trimming, edging and blowing. Shrub pruning and detail. Turf, Shrub, Tree

& Palm fertilization, Weed & Pest Control, Irrigation Inspections and Repairs, Mulch Applications, Annuals Installation and Dead-Heading, Tree & Palm Care and Pruning, Palm Inoculations, Enhancement Proposals and Installation, Site Renovation

List of equipment used on site: Similar to equipment listed in Equipment section of proposal.

List of subcontractors used: None

Is this a current contract? Yes X No     

Duration of contract: 1990 - 2016, 2018 - Current



Project Name/Location: Saddlebrook Resort

Contact: Pat Ciaccio Contact Phone: 813 973-1111

Project Type/Description: Complete Landscape Maintenance of Property

Dollar Amount of Contract: >\$775,000.00

How was the project similar to this project? The Saddlebrook Resort Project is not only a Resort, Convention and HOA Community, but it also includes the high profile maintenance of a Football Training Area, and the 45 Courts of the Hopman Tennis Academy. These areas are all in addition to the complete landscape maintenance of the Community grounds.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Complete landscape maintenance service including, mowing, trimming, edging and blowing. Shrub pruning and detail. Turf, Shrub, Tree & Palm fertilization, Weed & Pest Control, Irrigation Inspections and Repairs, Mulch Applications, Annuals Installation and Dead-Heading, Tree & Palm Care and Pruning, Palm Inoculations, Enhancement Proposals and Installation, Site Renovation

List of equipment used on site: Similar equipment listed in Equipment section of proposal.

List of subcontractors used: None

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2012 - Current

- *(Information regarding similar projects – continued)*

Project Name/Location: Waterleaf CDD

Contact: Paul Cusmano Contact Phone: 813 533-2950

Project Type/Description: Complete Landscape Maintenance of Property

Dollar Amount of Contract: >\$240,000.00

How was the project similar to this project? This project is another Rizzetta Project with  
Similar Scope and Expectations.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Complete landscape maintenance service including, mowing, trimming, edging and blowing. Shrub pruning and detail. Turf, Shrub, Tree & Palm fertilization, Weed & Pest Control, Irrigation Inspections and Repairs, Mulch Applications, Annuals Installation and Dead-Heading, Tree & Palm Care and Pruning, Palm Inoculations, Enhancement Proposals and Installation, Site Renovation

List of equipment used on site: Similar to equipment listed in equipment section of this proposal.

List of subcontractors used: None

Is this a current contract? Yes X No     

Duration of contract: 2017 - Current

## Additional References of Similar Size

### Saddlebrook Resort

Wesley Chapel, FL

Contact: Pat Ciaccio

Phone: 813-973-1111



A legendary Tampa Bay resort, the award-winning Saddlebrook Resort has made a name for itself as an unforgettable meeting and vacation destination, as well as one of the nation's preeminent training facilities for athletes. Saddlebrook Resort is a certified Florida Green Lodging property located on a gated 480-acre Florida nature preserve. Saddlebrook continues to set the bar for environmental conservation, and is a certified Florida Green Lodging with a comprehensive resort-wide recycling program and continuously evolving eco-friendly initiatives. As you walk, jog, or bike along pathways of our eco-friendly Tampa Bay resort, we invite you to take in the tropical landscaping and views that surrounds us. **BrightView has been servicing the resort, townhomes and convention center since 2013.**





Dear Mr. Radder,

It would be my pleasure to comment on our experience to date with BrightView. The decision to go with BV was not an easy one, as we have been doing the work in house for 30 years, and our Resort occupies a square mile of land.

BrightView has taken the landscape to a new dimension, and it is by far the best it has looked in the 20 years of my employment. The Management team is very proactive in their communication, and the property team has superior work ethic and pride. I have not experienced any issue where the team promised, yet did not follow through. Actually, it is quite the opposite; they are one step ahead of us and waiting for answers to their recommendations.

In a recent trip advisor the guest commented on the landscaping stating that it was lush and well kept; noting that they did not see one bush that was not trimmed perfectly.

I would highly recommend BrightView as a partner.

Please let me know if I can be of any more assistance,

Pat

Patrick J. Ciaccio  
General Manager



5700 Saddlebrook Way  
Wesley Chapel, FL 33543  
Direct: 813-907-4438  
Main: 813-973-1111  
Fax: 813-973-8438



## Hard Rock Hotel and Casino

Tampa, FL.

Contact: Julie Will

Phone: 813-627-7889



Seminole Hard Rock Hotels and Casinos in Tampa is a powerful collaborations between the Seminole Tribe of Florida and Hard Rock International. This amazing world class resort is built to 4 Star, 4 Diamond standards, and offer everything you need to enjoy the ultimate entertainment adventure - innovative cuisine, lush tropical pools, world class spas and fitness. **BrightView has provided Landscape Construction Services and Landscape Maintenance Services at The Hard Rock Resort since 2007.**



- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes No X For each se provide the following information (attach additional sheets as needed):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes \_\_\_\_\_ No X

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? 0.53

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes \_\_\_\_\_ No X

If yes, please describe each incident \_\_\_\_\_

\_\_\_\_\_

• *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*  
Yes \_\_\_\_\_ No X If yes, please provide:

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

N/A

\_\_\_\_\_

\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

N/A

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal:

Describe the Nature of the Action:

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*



- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes*  
☐ No ☒ *If yes, please explain:*


## PROPOSAL FORM PART IV PRICING

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

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

### **PART 1**

**General Landscape Maintenance**

**\$ 317,962.00 \_\_\_\_ Yr.**

- Storm Cleanup \$ 60.00/hr
- Freeze Protection (description of ability) BrightView will provide the labor and material cover the plant material previously identified on walks with the Harrison Ranch Representative as plant material needing to be covered
\$ 500.00 _____/application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
\$ 33.00/hr for employee with hand-held hose
\$100.00 ____/hr for water truck/tanker
<b><u>These prices are informational only and NOT to be included in General Landscape Maintenance Cost</u></b>

### **PART 2**

**Fertilization (All labor and materials)**

**\$ 37,433.50 \_\_\_\_ Yr**

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

ST AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	24-0-11 w/ Pre M	1 Lb N /1000sq ft	2,344	\$1,758.00
April	25-0-12 100% poly covered	.5 Lb N /1000sq ft	1,172	\$880.00
May	25-0-12 100% poly covered	1 Lb N /1000sq ft	2,344	\$1,758.00
July	FE Foliar	2 oz Fe / 1000sq ft	1,100 oz	\$998.00
October	25-0-12 100% poly covered	1 Lb N /1000sq ft	2,344	\$1,758.00
November	24-0-11 w/ Barricade	1 Lb N /1000sq ft	2,344	\$1,758.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb.	24-0-11 w/ Pre-M	1 Lb N /1000sq ft	1,250	\$1,375.00
April	25-0-12 100% poly covered	.5 Lb N /1000sq ft	625	\$688.00
May	FE Foliar	2 oz Fe /1000sq ft	580 oz	\$145.00
August	FE Foliar	2 oz Fe / 1000sq ft	580 oz	\$145.00
Oct	24-0-11 w/ Pre-M	1 Lb N /1000sq ft	1,250	\$1,375.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,200.00
May	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,200.00
Oct	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,200.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	2 Lb / Palm	3,518	\$3,752.00
May	8-2-12	2 Lb / Palm	3,518	\$3,752.00
October	8-2-12	2 Lb / Palm	3,518	\$3,752.00
Dec	8-2-12	2 Lb / Palm	3,518	\$3,752.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, Dw. Asian Jasmine, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50
May	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50
October	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50

**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) **\$ 10,822.50** \_\_\_\_\_ 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.

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

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

\$ N/A \_\_\_\_\_ /Yr (based on quantities below)

**(OTC injections per specs – do not include in Grand Total)**

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per ¼, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in Finished Landscapes Areas as described in Scope of Service \$4,211.00 / Yr

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



## **PART 4**

**Irrigation** (All labor and materials)

**\$ 33,840.00 /Yr**

Freeze Protection (description of ability): Drain system, wrap Backflow preventers.

If Harrison Ranch CDD supplies the Freeze Cloth BrightView will provide the labor @ \$60.00 per hr

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

After hours emergency service hourly rate \$60.00/hr. (i.e. broken mainlines, pump & wells, etc.)

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

## **PART 5**

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

880 Cy Grade "A" Medium Pine Bark Nuggets per specs for the first top-dressing at  
\$ 48.00/ CY (April Application)

And

880 Cy Grade "A" Medium Pine Bark Nuggets per specs for the second top-dressing at  
\$ 48.00/ CY (Oct Application)

Installation of Grade "A" Medium Pine Bark Mulch **\$ 84,480.00 /Yr**  
(This is the total cost if both topdressings are performed – do not include in Grand Total)

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

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

## **PART 6**

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

Contractor shall install 6,943 (4") annuals four (2) times per year **per specs** at the direction of the District at \$ 2.00 annual.

\$ 13,886.00 /rotation

\$ 27,772.00 /Yr (based on four (2) rotations) **(Do not include in Grand Total)**

Contractor shall install 2,133 (6") perennials one (1) times per year **per specs** at the direction of the District at \$ 7.50 perennial.

\$ 43,769.50 /Yr (based on four (2) rotations) **(Do not include in Grand Total)**

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

\$ 400,058.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>411,988.00</u>	Yr*
SECOND ANNUAL RENEWAL	\$ <u>425,656.00</u>	Yr*
THIRD ANNUAL RENEWAL	\$ <u>425,656.00</u>	Yr*

\* Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

## PROPOSAL FORM PART IV PRICING

**NOTE:** This pricing form is intended to cover pricing from the **FIRST ANNUAL RENEWAL** if there is a change in pricing.

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**

**\$ 325,797.00 \_\_\_\_ Yr**

- Storm Cleanup \$ 60.00/hr

- Freeze Protection (description of ability) BrightView will provide the labor and material cover the plant material previously identified on walks with the Harrison Ranch Representative as plant material needing to be covered

\$ 500.00 \_\_\_\_/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)

\$ 33.00/hr for employee with hand-held hose

\$100.00 \_\_\_\_/hr for water truck/tanker

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

### **PART 2**

**Fertilization (All labor and materials)**

**\$ 39,113.50 \_\_\_\_ Yr**

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

ST AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	24-0-11 w/ Pre M	1 Lb N /1000sq ft	2,344	\$1,810.00
April	25-0-12 100% poly covered	.5 Lb N /1000sq ft	1,172	\$906.00
May	25-0-12 100% poly covered	1 Lb N /1000sq ft	2,344	\$1,810.00
July	FE Foliar	2 oz Fe / 1000sq ft	1,100 oz	\$1,028.00
September	25-0-12 100% poly covered	1 Lb N /1000sq ft	2,344	\$1,810.00
November	24-0-11 w/ Barricade	1 Lb N /1000sq ft	2,344	\$1,810.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb.	24-0-11 w/ Pre-M	1 Lb N /1000sq ft	1,250	\$1,658.00
April	25-0-12 100% poly covered	.5 Lb N /1000sq ft	625	\$730.00
May	FE Foliar	2 oz Fe /1000sq ft	580 oz	\$185.00
August	FE Foliar	2 oz Fe / 1000sq ft	580 oz	\$185.00
Oct	24-0-11 w/ Pre-M	1 Lb N /1000sq ft	1,250	\$1,658.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,296.00
May	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,296.00
Oct	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,296.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	2 Lb / Palm	4,518	\$3,862.00
May	8-2-12	2 Lb / Palm	4,518	\$3,862.00
October	8-2-12	2 Lb / Palm	4,518	\$3,862.00
Nov	8-2-12	2 Lb / Palm	4,518	\$3,862.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, Dw. Asian Jasmine, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50
May	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50
October	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50

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) **\$ 11,237.50** **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.

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

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

**\$ N/A** /Yr (based on quantities below)

**(OTC injections per specs – do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per ¼, etc.)</b>	<b>Cost per Individual Inoculation (One Cartridge)</b>	<b>Total Cost per Year (4x per year)</b>

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in Finished Landscapes Areas as described in Scope of Service **\$4,211.00** / Yr

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

## **PART 4**

**Irrigation** (All labor and materials)

**\$ 35,840.00 /Yr**

Freeze Protection (description of ability): Drain system, wrap Backflow preventers.  
If Harrison Ranch CDD supplies the Freeze Cloth BrightView will provide the labor @ \$60.00 per hr

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

After hours emergency service hourly rate \$60.00/hr. (i.e. broken mainlines, pump & wells, etc.)

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

## **PART 5**

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

880 Cy Grade "A" Medium Pine Bark Nuggets per specs for the first top-dressing at  
\$ 48.00/ CY(April Application)

And

880 Cy Grade "A" Medium Pine Bark Nuggets per specs for the second top-dressing at  
\$ 48.00/ CY (Oct Application)

Installation of Grade "A" Medium Pine Bark Mulch **\$ 84,480.00 /Yr**  
(This is the total cost if both topdressings are performed – do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3" after compaction**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

## **PART 6**

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

Contractor shall install 6,943 (4") annuals four (2) times per year **per specs** at the direction of the District at \$ 2.00 annual.

\$ 13,886.00 /rotation

\$ 27,772.00 /Yr (based on four (2) rotations) **(Do not include in Grand Total)**

Contractor shall install 2,133 (6") perennials one (1) times per year **per specs** at the direction of the District at \$ 7.50 perennial.

\$ 43,769.50 /Yr (based on four (2) rotations) **(Do not include in Grand Total)**

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

\$ 400,058.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>411,988.00</u> Yr*
SECOND ANNUAL RENEWAL	\$ <u>425,656.00</u> Yr*
THIRD ANNUAL RENEWAL	\$ <u>425,656.00</u> Yr*

\* Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

## PROPOSAL FORM PART IV PRICING

**NOTE:** This pricing form is intended to cover pricing from the **SECOND AND THIRD ANNUAL RENEWAL** if there is a change in pricing.

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**

**\$ 335,290.00 \_\_\_\_ Yr**

- Storm Cleanup \$ 60.00/hr
- Freeze Protection (description of ability) BrightView will provide the labor and material cover the plant material previously identified on walks with the Harrison Ranch Representative as plant material needing to be covered
\$ 500.00 _____/application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$ 33.00/hr for employee with hand-held hose
\$100.00 _____/hr for water truck/tanker
<b><u>These prices are informational only and NOT to be included in General Landscape Maintenance Cost</u></b>

### **PART 2**

**Fertilization (All labor and materials)**

**\$ 41,871.50 \_\_\_\_ Yr**

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

ST AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	24-0-11 w/ Pre M	1 Lb N /1000sq ft	2,344	\$2,395.00
April	25-0-12 100% poly covered	.5 Lb N /1000sq ft	1,172	\$1,065.00
May	25-0-12 100% poly covered	1 Lb N /1000sq ft	2,344	\$2,130.00
July	FE Foliar	2 oz Fe / 1000sq ft	1,100 oz	\$1,065.00
September	25-0-12 100% poly covered	1 Lb N /1000sq ft	2,344	\$2,130.00
November	24-0-11 w/ Barricade	1 Lb N /1000sq ft	2,344	\$2,395.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb.	24-0-11 w/ Pre-M	1 Lb N /1000sq ft	1,250	\$1,658.00
April	25-0-12 100% poly covered	.5 Lb N /1000sq ft	625	\$730.00
May	FE Foliar	2 oz Fe /1000sq ft	580 oz	\$184.00
August	FE Foliar	2 oz Fe / 1000sq ft	580 oz	\$184.00
Oct	24-0-11 w/ Pre-M	1 Lb N /1000sq ft	1,250	\$1,658.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,394.00
May	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,394.00
Oct	13-0-13 50% poly covered	5 Lb /1000sq ft	2,000	\$3,394.00

1.

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	2 Lb / Palm	4,518	\$3,977.00
May	8-2-12	2 Lb / Palm	4,518	\$3,977.00
Oct	8-2-12	2 Lb / Palm	4,518	\$3,977.00
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Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, <del>Dw.</del> Asian Jasmine, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50
May	15-9-12 Osmocote	Knockout Roses	50 lbs.	\$62.50
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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) **\$ 11,237.50** \_\_\_\_\_ 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.

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*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

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

\$ N/A \_\_\_\_\_ /Yr (based on quantities below)

**(OTC injections per specs – do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per ¼, etc.)</b>	<b>Cost per Individual Inoculation (One Cartridge)</b>	<b>Total Cost per Year (4x per year)</b>

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in Finished Landscapes Areas as described in Scope of Service \$4,211.00 / Yr

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

## **PART 4**

**Irrigation** (All labor and materials)

**\$ 36,915.00** /Yr

Freeze Protection (description of ability): Drain system, wrap Backflow preventers.  
If Harrison Ranch CDD supplies the Freeze Cloth BrightView will provide the labor @ \$60.00 per hr

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

After hours emergency service hourly rate \$60.00/hr. (i.e. broken mainlines, pump & wells, etc.)

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

## **PART 5**

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880 CY Grade "A" Medium Pine Bark Nuggets per specs for the first top-dressing at  
\$ 48.00/ CY (April Application)

And

880 CY Grade "A" Medium Pine Bark Nuggets per specs for the second top-dressing at  
\$ 48.00/ CY (Oct Application)

Installation of Grade "A" Medium Pine Bark Mulch **\$ 84,480.00** /Yr  
(This is the total cost if both topdressings are performed – do not include in Grand Total)

**Each top-dressing shall leave all beds with a depth of 3" after compaction**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

## **PART 6**

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

Contractor shall install 6,943 (4") annuals four (2) times per year **per specs** at the direction of the District at \$ 2.00 annual.

\$ 13,886.00 /rotation

\$ 27,772.00 /Yr (based on four (2) rotations) **(Do not include in Grand Total)**

Contractor shall install 2,133 (6") perennials one (1) times per year **per specs** at the direction of the District at \$ 7.50 perennial.

\$ 43,769.50 /Yr (based on four (2) rotations) **(Do not include in Grand Total)**

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

\$ 400,058.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>411,988.00</u> Yr*
SECOND ANNUAL RENEWAL	\$ <u>425,656.00</u> Yr*
THIRD ANNUAL RENEWAL	\$ <u>425,656.00</u> Yr*

\* Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ 33.00	Hour
B.	Bush-Hog w/operator	\$ 85.00	Hour
C.	Tractor w/operator	\$ 85.00	Hour
D.	Supervisor with Transportation	\$ 50.00	Hour
E.	Laborer with hand equipment	\$ 30.00	Hour
F.	Truck w/driver	\$ 33.00	Hour
G.	Irrigation Tech	\$ 50.00	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ 50.00	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ 50.00	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ 50.00	Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ 50.00	Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ 50.00	Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ 50.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 45.00	Hour
O.	Lump Sum Mowing ( <sup>1</sup> ), entire community	\$ 6,500.00	Per Mow

<sup>1</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

General Labor	\$ 55.00 per Hour
Supervision	\$ 65.00 per Hour
	\$ _____ Per Hour

B. Debris removal equipment unit costs:

Pick-up Truck & Trailer	\$ 85.00 per Hour
Grapple truck	\$ 185.00 per Hour
Skid Loader	\$ 135.00 per Hour

C. Other emergency/disaster related unit costs:

Dump Fee	\$ 25.00 per Yd
	\$ _____ per Hour
	\$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No standby time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Brightview Landscape Services Inc ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 16<sup>th</sup> day of October, 2019.

Proposer: Brightview Landscape Services Inc.

By: Kyle DuBois

Title: Business Developer

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me this 16<sup>th</sup> day of October, 2019, by Kyle DuBois of Brightview, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

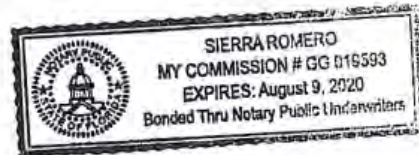
Sierra Romero

Notary Public, State of Florida

Print Name: SIERRA ROMERO

Commission No.: GG 019593

My Commission Expires: AUG 9 2020



## Emergency Response Team

### Ready When You Need Us

- With hundreds of locations across the nation, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes, water spouts, and severe weather.
- When a catastrophe occurs, your Account Manager will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.
- Resources from branch offices will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.



- In 2017, **Hurricane Irma** was the costliest storm in the history of Florida. Before Irma made landfall, northern BrightView Branches sent hundreds of employees, equipment and trucks to assist with cleanup efforts.



## Financial Facts

Dun & Bradstreet Number:	14-4780863
Independent Auditor:	Our financial statements are audited annually by Deloitte & Touche LLP
Principal Bank:	PNC Bank
Financial Statements:	<p>If audited financials or other finance and accounting information is needed, please have both parties execute a Financial NDA located at <a href="http://internal.brightview.com/adm/legal/cr/default.aspx">http://internal.brightview.com/adm/legal/cr/default.aspx</a> and submit the fully signed NDA with the request for audited financials to accounting department in Plymouth Meeting via the following mailbox: <a href="mailto:externalfinancialrequests@brightview.com">externalfinancialrequests@brightview.com</a></p> <p>Release of financial information outside the financial summary below requires the prospective customer to sign a non-disclosure agreement. Refer to the sharepoint site for agreement templates provided by legal.</p> <p>A minimum notification of 2 business days is requested for all financial information. Please ensure to clearly state the specific information required and the required due dates.</p>

### Financial Summary\*:

	December 31, 2015	December 31, 2016	September 30, 2017 <sup>^</sup>
For the year ended (in thousands)			
Sales	2,214,839	2,185,302	1,713,579
Cash Flow From Operations	123,419	111,947	78,899

	December 31, 2016	September 30, 2017
Total Assets	\$2,890,638	\$2,858,620
Working Capital	\$180,590	\$160,372
Shareholders' Equity	\$705,206	\$696,261

### Sales for the past five fiscal years:

2017 <sup>^</sup>	\$1,713,579
2016	\$2,185,302
2015	\$2,214,839
2014	\$1,612,528
2013	\$914,197

\*This information is excerpted from BrightView's audited financial statements.

<sup>^</sup> BrightView changed its fiscal year end from December 31 to September 30, beginning with September 30, 2017. The 2017 results shown above represent the nine month transition period.



## 2019 Top 100 Lawn & Landscape companies

A look at the 2019 Top 100 list of lawn care and landscaping companies in the U.S. and Canada, ranked by total revenue. See who the top players in the industry are this year.

2019 Rank	Company	2018 Rank	2018 Revenue	Headquarters	Employees
1	BrightView	1	\$2,350,000,000	Plymouth Meeting, Pa.	22,000
2	TruGreen Cos.	2	\$1,369,000,000	Memphis, Tenn.	13,504
3	The Davey Tree Expert Company	3	\$1,020,000,000	Kent, Ohio	9,500
4	Bartlett Tree Experts	4	\$297,000,000	Stamford, Conn.	2,000
5	Yellowstone Landscape	8	\$230,300,000	Bunnell, Fla.	3,300
6	Gothic Landscape	5	\$218,200,000	Valencia, Calif.	2,200
7	Aspen Grove Landscape Group	6	\$187,000,000	Willow Grove, Pa.	2,000
8	Ruppert Landscape	12	\$184,900,000	Laytonsville, Md.	1,600
9	Park West Companies	7	\$176,000,000	Rancho Santa Margarita, Calif.	1,600
10	LandCare	10	\$175,000,000	Frederick, Md.	2,300

## Insurance, Licenses and Certifications

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)			
<p>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.</p> <p>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).</p>							
<b>PRODUCER</b> Aon Risk Services Northeast, Inc. – New York Office 199 Water Street New York, NY 10038-3551			<b>CONTACT</b> NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105 E-MAIL: ADDRESS:				
<b>INSURED</b> BrightView Design Group			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
			INSURER A: ACE American Insurance Company 22697 INSURER B: ACE American Insurance Company 22697 INSURER C: ACE American Insurance Company 22697 INSURER D: American Guarantee & Liability 26247 INSURER E: INSURER F:				
<b>COVERAGES</b>			<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
<p>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.</p>							
INSR LTR	TYPE OF INSURANCE	AGG L INSR	SUBR WND	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSES MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> ACFT HAZARD GENVL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			G71075783	10/1/18	10/1/19	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS – COMPROP AGG \$4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			H09090538	10/1/18	10/1/19	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LND <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LND <input type="checkbox"/> CLASSES-MAKE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			AUC 5085968-14 (Follows Form)	10/1/18	10/1/19	EACH OCCURRENCE See req. by contract AGGREGATE \$ see req. by contract
C	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate Y or N) (Y/N) YES NO (Y/N) YES NO (Y/N) YES NO	Y/N N	NA	C48583404	10/1/18	10/1/19	<input checked="" type="checkbox"/> WC STATUS TOY LIMITS <input type="checkbox"/> OTS LC E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE – EA EMPLOYEE \$2,000,000 E.L. DISEASE – POLICY LIMIT \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Policy Provisions include a 30 day cancellation notice.							
SAMPLE FOR BID PURPOSES							
<b>CERTIFICATE HOLDER</b> (enter client name) (enter client street address) (enter client city state & zip)				<b>CANCELLATION</b> 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 Aon Risk Services Northeast, Inc.			

ACORD 26 (2010/05)

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Your official license appears below. This license should be detached along the dotted line and posted in a conspicuous area at your place of business, along with any other permits issued by this department.

Cut Here

**State of Florida**  
**Department of Agriculture and Consumer Services**  
 Division of Marketing and Development/Bureau of Agricultural Dealer's Licenses  
 850-617-7150  
 Tallahassee, Florida

**License as Dealer in Agriculture Products**  
**GOOD FOR ONE LOCATION**  
 This license is issued under authority of Section 604.15-604.34, Florida Statutes, to:

**License #** 70333 -  
 BRIGHTVIEW LANDSCAPE SERVICES, INC.  
 DBA: VALLEYCREST LANDSCAPE MAINTENANCE INC.  
 415 27TH ST SE  
 RUSKIN, FL 33570-5230

**Commodity Code:** 1  
**Bonding Company:** SAFECO INSURANCE COMPANY OF AMERICA  
**Bond Amount:** \$100,000 Bond effective from 04/11/2016 through 04/10/2017

**Field Representatives** MARK MORITZ

**ADAM H. PUTNAM**  
 COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida Statutes, and is hereby granted this license as Dealer in Agricultural Products as defined in Section 604.15, Florida Statutes. This license is for a one year period.

FDACS-16069 05/14

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

OCC CODE 090.000004 CONTRACTOR

100 Employees

Receipt Fee 225.00  
 Hazardous Waste Surcharge 40.00  
 Law Library Fee 0.00  
 LC26000296

**2018-2019**

BRIGHTVIEW LANDSCAPE SERVICES  
 415 SE 27TH ST  
 RUSKIN, FL 33570

BRIGHTVIEW LANDSCAPE SERVICES  
 24151 VENTURA BLVD  
 CALABASAS, CA 91302

NAME 24151 VENTURA BLVD  
 MAILING CALABASAS, CA 91302  
 ADDRESS

Paid 17-667-000835  
 09/26/2018 265.00

**BUSINESS TAX RECEIPT** DOUG BELDEN, TAX COLLECTOR  
 813-435-5200  
 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

**Florida Agricultural Dealer License**  
**Buyer Card**

**Issued to:** JOHN CORNELIUS

**Buyer for:** BRIGHTVIEW LANDSCAPE SERVICES, INC.

**License #:** 70333

**Effective Date:** 4/11/2017

**Bond Amount:** \$100000

State of Florida

**Department of Agriculture and Consumer Services**  
**Bureau of Licensing and Enforcement**  
**PEST CONTROL LICENSE**  
 Number: JD117824  
 BRIGHTVIEW LANDSCAPE SERVICES, INC.  
 415 27TH STREET SE, RUSKIN, FL 33570

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending August 31, 2016 as prescribed by law.

*Adam H. Putnam*  
 Adam H. Putnam  
 Commissioner of Agriculture

Issue Date: April 14, 2016

FDACS 1361 C 9600

**State of Florida**  
**Department of Agriculture and Consumer Services**  
**Bureau of Compliance**  
 Adam H. Putnam  
 Commissioner  
 www.freshfromflorida.com  
 (850) 617-7150  
 cscompliance@freshfromflorida.com

**Search for Licensed Dealer:**  
<http://app1.Florida-Agriculture.com/bond/DealerSearch.aspx>

**Claims Filed Against Licensed Dealer:**  
[www.florida-agriculture.com/business/commerce/agdealerlic/claims.html](http://www.florida-agriculture.com/business/commerce/agdealerlic/claims.html)

## **AFFIDAVIT REGARDING PROPOSAL**

STATE OF Florida  
COUNTY OF Hillsborough

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Developer for BrightView Landscape Services, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s:  
No. 1 – October 3, 2019  
No. 2- October 15, 2019  
No. 3- October 17, 2019

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

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

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

Dated this 16th day of October, 2019.

Proposer: BrightView Landscape Services, Inc.

By: \_\_\_\_\_

Title: Business Developer Executive

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2019, by Kyle DuBois of BrightView Landscape Services, Inc., who is personally known to me or who has produced a Florida Drivers License as identification, and did [ ] or did not [X] take the oath.

Sierra Romero

Notary Public, State of Florida

Print Name: SIERRA ROMERO

Commission No.: 66 019593

My Commission Expires: AUG 9 2020





**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Developer for BrightView Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 415 27th St SE, Ruston 53570

4. Proposer's Federal Employer Identification Number (FEIN) is 95-4194223

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

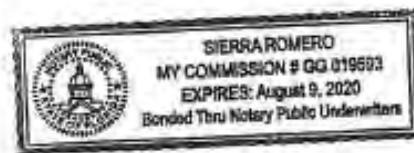
Dated this 16<sup>th</sup> day of October, 2019.

Proposer: BrightView Landscape Services Inc.  
By: Kyle Dubois  
Title: Business Developer

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2019, by Kyle Dubois of BrightView, who is personally known to me or who has produced Driver's License as identification, and did [☒] or did not [☐] take the oath.

Sierra Romero  
Notary Public, State of Florida  
Print Name: GG 019593  
Commission No.: GG 019593  
My Commission Expires: AUG 9 2020



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Developer for BrightView Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 415 27<sup>th</sup> SE- Ruston, FL 33570  
\_\_\_\_\_
4. Proposer's Federal Employer Identification Number (FEIN) is 95-4194223  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this 16<sup>th</sup> day of October, 2019.

Proposer: BrightView Landscape Services, Inc.

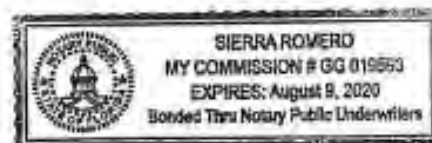
By: Kyle DuBois

Title: Business Developer

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2019, by Kyle DuBois of BrightView, who is personally known to me or who has produced drivers license as identification, and did [✓ or did not [ ] take the oath.

Sierra Romero  
Notary Public, State of Florida  
Print Name: SIERRA ROMERO  
Commission No.: GG 019593  
My Commission Expires: AUG 9 2020







# LANDSCAPE MAINTENANCE PROPOSAL

For:

## Harrison Ranch CDD

Date Submitted: October 18, 2019

*Our Mission:*

*"We are committed to  
earning the loyalty of our clients  
and employees."*

*Serving all of Florida...*

**1. Proposal Pricing – per scope of work provided**

**2. Buccaneer Landscape Management – Service Documents**

- Proposal
- Scope of Work
- Sample Reports
- Proposed Manpower
- Landscape Management Plan

**3. References**

- Landscape Maintenance / Management
- Landscape Construction – Design/Build

**4. Company Profile – Statement of Qualification**

**A. Summary - Experience & Qualifications**

- Diverse Family of Customer – Who We Serve!
- All Inclusive Service Menu
- Offering Exceptional Service
- Advantages of Buccaneer Landscape Management
- Building Relationships / Industry Support

**B. Corporate Information**

- Locations
- Company Leadership
- Key Contact Information
- Corporate Info
- Trade References

**C. Staffing Licensing & Equipment**

- Staffing / Personnel Descriptions / Licensing
- Equipment / Vehicles
- Sample Insurance Cert



October 18, 2019

John Toborg  
Rizzetta & Company  
12750 Citrus Park Lane  
Suite 115  
Tampa, Florida 33625

**Subject: Harrison Ranch CDD Landscape Maintenance**

**Buccaneer Landscape Management** sincerely appreciates the opportunity to present this proposal for landscape maintenance services for **Harrison Ranch CDD Parrish, FL.**

Please find enclosed our submittal which includes all requested pricing in addition to all other information needed to qualify our company. We are confident that our proposal pricing and service program affords Buccaneer Landscape Management every opportunity for success in providing you the highest level of service possible.

Buccaneer Landscape Management, a Florida Corporation, is a premier full-service provider of commercial grounds maintenance and landscape construction services in the State of Florida. As an industry leader providing high quality grounds maintenance services, we have the good fortune of providing our services for some very prestigious customers in a variety of markets. It would be our pleasure to serve you as well.

We truly hope this information affords Buccaneer your favorable consideration. Please feel free to review the enclosed proposal package and contact me should you have any questions, require additional information or would like to schedule a meeting to review our submittal in more detail.

The entire Buccaneer Landscape Management team is looking forward to working with you.

Sincerely,



**Chris Witherington**  
Buccaneer Landscape Management

## **I. Proposal Forms – Exhibit “B”**

**AFFIDAVIT REGARDING PROPOSAL**

**STATE OF** Florida  
**COUNTY OF** Pinellas

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Buccaneer Landscape M ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s (list all):  
#1, #2, #3.

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this 17 day of October, 2019.

Proposer:

By:

Title:

Buccaneer Landscapes Mgmt  
Chris Witherington  
Pres.

STATE OF Florida  
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2019, by Chris Witherington of Buccaneer Landscapes who is personally known to me or who has produced FLDL as identification, and did [ ] or did not [ ] take the oath.



Notary Public, State of Florida

Print Name:

Commission No.:

My Commission Expires:

Sharon Mucci

GG 235890

07/08/2022

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Buccaneer Landscape Management  
Proposer Name \_\_\_\_\_

Street Address \_\_\_\_\_

2453  
P. O. Box (if any) \_\_\_\_\_

Pinellas Park Florida 33781  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

727-209-0393 727-499-9564  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

Chris Witherington President  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Tracy Witherington VP  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Physical Address  
Parent Company Name (if any) \_\_\_\_\_

4195 62nd Ave N  
Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

Pinellas Park FL 33781  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_



- *Company Standing:*

Proposer's Corporate Form: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 3/23/06

Is the Proposer in good standing with that State? Yes X No       

If no, please explain \_\_\_\_\_

---

---

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain \_\_\_\_\_

.....

---

- *What are the Proposer's current insurance limits?*

General Liability	\$ 2M/6M
Automobile Liability	\$ 1M/5M
Workers Compensation	\$ 1M/5M
Expiration Date	01/01/2020

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

FDACS CPO - yes

State of Florida - Irrigation Contractor - yes

ISA Certified Arborist - yes

FNGLA Certified Landscape Contractor - yes

UF Advanced MOT Certification - yes

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 5225 Caruso Road

P. O. Box (if any) \_\_\_\_\_

City Bradenton State Florida Zip Code 34203

Telephone 727-209-0393 Fax no. \_\_\_\_\_

1st Contact Name Chris Witherington Title President

2nd Contact Name Alec Israel Title Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>2</u>	Supervisors, who will be onsite <u>4</u> days per week;
<u>2</u>	Technical personnel, who will be onsite <u>1</u> days per <u>week</u> ; and
<u>10</u>	Laborers, who will be onsite <u>4</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Edward Polski

Position / Certifications: CPO / BMP Certified / Urban Fertilizer Certified / GHP Certified

Duties / Responsibilities: CPO / BMP Certified / Urban Fertilizer Certified / GHP Certified

% of Time to Be Dedicated to This Project: 10 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Hammocks CDD & HOA

Contact: Melissa Wood Contact Phone: 239-595-2384

Project Type/Description: Full service OLM graded contract

Duties / Responsibilities: Review hort program and arbor care as needed.

Dollar Amount of Contract: \$185k

Proposer's Scope of Services for Project: \_\_\_\_\_

Full service contract. Includes irrigation, landscaping and tree work. Graded by 3rd party OLM.

Dates Serviced: 2015 - current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☐ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

Background check and DMV history. Preemployment drug screening.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

# OFFICERS

PROPOSER: Buccaneer Landscape Management

DATE: 10/18/2019

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Chris Witherington	President	Daily Operations and corporate oversight	St. Petersburg, FL
FOR PARENT COMPANY (if applicable)			



**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

Buccaneer Landscape Management

10/18/2019

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Chris Witherington	President	Corporate Operations	Pinellas	2	13	20
Brad Bachman	Irrigation Mgr.	Irrigation Department	Pinellas	10	15	20
Alec Israel	Act. Manager	Daily Management	Pinellas	30	2	5
Dale Wallace	CPO	Fert. / Pest	Pinellas	5	10	30+
Miguel Hernandez	Field Manager	Daily management	Pinellas	10	12	15
Eliseo Sanchez	Supervisor	Field Supervisor	Bradenton	80	10	14
Javier Lara	Foreman	Trim crew Foreman	Bradenton	50	5	12
Dale Wallace	Arborist	Arbor Care	Pinellas	5	10	30+

**COMPANY-OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

Buccaneer Landscape Management

10/18/2019

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	John Deere 60" Standers	3	Bradenton
2	John Deere 72" Riders	2	Bradenton
1	John Deere 52" Stander	3	Bradenton
	See attached more equipment available if needed		

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
☒ No ☐ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Hammocks CDD & HOA

Contact: Melissa Wood Contact Phone: 239-595-2384

Project Type/Description: Full service landscape maintenance of CDD and HOA

Dollar Amount of Contract: \$185k

Scope of Services for Project: \_\_\_\_\_

OLM Graded property. Full service contract for CDD and homes in community

Dates Serviced: 2015 - current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2018 = \$8.2M

2017 = \$6.5M

2016 = \$3.8M

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project #1 Name/Location: Hammocks CDD & HOA

Contact: Melissa Wood Contact Phone: 239-595-2384

Project Type/Description: Full service landscape maintenance of CDD and HOA

Dollar Amount of Contract: \$185k

How was the project similar to this project?

OLM Graded property. Full service contract for CDD and homes in community

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Full service contract. Landscape maint., irrigation, fertilization, tree trimming

List of equipment used on site: 2 60" Standers, 2 52" Standers

List of subcontractors used: NA

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2015 - current

- *(Information regarding similar projects – continued)*

Project #2 Name/Location: Ladera POA

Contact: Jennifer Connerty Contact Phone: 813-936-4103

Project Type/Description: Landscape maintenance of HOA

Dollar Amount of Contract: \$135k

How was the project similar to this project? Full service contract with numerous beds and also has numerous ponds to mow.

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Landscape Maintenance, Fertilization, Tree trimming, weed control, mulching, irrigation

OLM Graded property

List of equipment used on site: 1 72" Rider, 1 60" Standers, 2 52" Standers

List of subcontractors used: NA

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2017 - current



- *(Information regarding similar projects – continued)*

Project #3 Name/Location: Bloomington Special Taxing District

Contact: Rick Potrowski Contact Phone: 813-810-0125

Project Type/Description: Full service landscape maintenance of District

Dollar Amount of Contract: \$300k

How was the project similar to this project?

Large District wide mowing contract with 22 miles of fig trimming done quarterly.

Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Landscape Maintenance, Fertilization, Tree trimming, weed control, mulching, irrigation

List of equipment used on site: 2 60" Standers, 2 52" Standers

List of subcontractors used: NA

Is this a current contract? Yes ☐ No ☐

Duration of contract: 2015 - current

• *(Information regarding similar projects – continued)*

Project #4 Name/Location: Placido Bayou

Contact: Donna Boston Contact Phone: 727-799-8982 ext 53015

Project Type/Description: Full service landscape maintenance of HOA homes and commons

Dollar Amount of Contract: \$220k

How was the project similar to this project?

Landscape maintenance for 5 HOA's in gated community. Maintain 165 homes and common  
areas. High end gated community in St. Petersburg

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Landscape Maintenance, Fertilization, Tree trimming, weed control, mulching, irrigation

List of equipment used on site: 1 60" Stander, 1 52" Stander, 1 36" Stander

List of subcontractors used: NA

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2017 - current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☒ No ☐ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: RADCO Residential

Contact: Rolando Ramos Contact Phone: 813-475-0381

Project Type/Description: Landscape Maintenance 6 Apartment communities

Dollar Amount of Contract: \$300k

Scope of Services for Project: \_\_\_\_\_

Maintained 3 apartment communities in Tampa and Orlando.

\_\_\_\_\_

Dates Serviced: 1/17-1/19

Reason for Termination: Price increase by BLMC and company decided to go with newer

company that was cheaper.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☐ No ☒

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? .66 \_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ☒ No ☐

If yes, please describe each incident Tree crew branch hit operator in head and caused eye  
damage. \_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*  
Yes ☐ No ☒ If yes, please provide:

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

NA \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

2016 - BLMC vs. Bella Vista Condominiums - Non-payment by Bella Vista "customer."

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Suit filed by BLMC in March 2016 and customer paid in full

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2017 - Troy Baker vs. BLMC - Auto accident suit filed. Buccaneer insurance settled with plaintiff

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes*  
☐ No ☒ *If yes, please explain:*

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## PROPOSAL FORM PART IV -- PRICING

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

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

### PART 1

**General Landscape Maintenance**

\$ 317,620.00 Yr

#### Optional Service Pricing:\*

- **Storm Cleanup** \$ 150.00 /hr
- **Freeze Protection** (description of ability) Cover annuals and any plant material if needed.  
\$ 500.00 /application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- **Hand Watering**  
\$ 40.00 /hr for employee with hand-held hose  
\$ 125.00 /hr for water truck/tanker

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

### PART 2

**Fertilization (All labor and materials)**

\$ 32,565.00 Yr

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	TBD based on soil test	TBD based on soil test	930	1,860.00
March	PreM	1oz/3-5g H2O/1000	96	1,236.00
April	Nitrogen	.5 lbs. N per 1k sq ft	460	1,236.00
May	20-0-10 SRN	1 lb N / 1k sq ft	930	1,860.00
July	Iron w/ micros	2oz/3-5g H2O/1000	196	1,328.00
October	20-0-10 SRN	1 lb N / 1k sq ft	930	1,860.00
November	TBD based on soil test	TBD based on soil test	930	1,860.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	TBD based on soil test	TBD based on soil test	500	1250
March	PreM	1oz/3-5g H2O/1000	45	1100
April	Nitrogen	.5 lbs. N per 1k sq ft	60	1325
May	20-0-10 SRN	1 lb N / 1k sq ft	500	1250
October	TBD based on soil test	TBD based on soil test	500	1250

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	10-0-12	4 lbs. N / 1k sq ft	1600	3,200
May	10-0-12	4 lbs. N / 1k sq ft	1600	3,200
October	10-0-12	4 lbs. N / 1k sq ft	1600	3,200

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-2-12	1.5 lbs. N / 100 sq ft	650	1,465.00
May	8-2-12	1.5 lbs. N / 100 sq ft	650	1,465.00
October	8-2-12	1.5 lbs. N / 100 sq ft	650	1,465.00
December	8-2-12	1.5 lbs. N / 100 sq ft	650	1,465.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

**\*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)

\$ 14,400.00 Yr  
(If entire pesticide allowance is required) \*

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

**OTC Injections** (All labor and materials) \$ 100.00 / Yr (based on quantities below)  
(OTC injections per specs - **do not include in Grand Total**)

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

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Sylvester	1	1	25.00	100.00

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 10,200.00 / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ 13.00 / Zone) \$ 46,800.00 /Yr

Freeze Protection (description of ability) \_\_\_\_\_  
Shut down pump system. Insulate all well / pump equipment as needed.

\$ 300 /application (**do not include in Irrigation Total or Grand Total**)

After hours emergency service hourly rate \$ 75.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

#### **PART 5**

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

800 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 38.00 /CY (October Application)

And

600 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 38.00 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch** \$ 53,200.00 /Yr  
(This is the total cost if both topdressings are performed - **do not include in Grand Total**)

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ 2.00 /annual.

\$ 13,886.00 /rotation



And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ 3.50 /perennial.

\$ 7,465.50 /Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ 411,385.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>411,385.00</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>411,385.00</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>411,385.00</u> /Yr*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ 50.00	Hour
B.	Bush-Hog w/operator	\$ 125.00	Hour
C.	Tractor w/operator	\$ 150.00	Hour
D.	Supervisor with Transportation	\$ 40.00	Hour
E.	Laborer with hand equipment	\$ 40.00	Hour
F.	Truck w/driver	\$ 40.00	Hour
G.	Irrigation Tech	\$ 60.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ 50.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ 50.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ 50.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ 50.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ 50.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ 50.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 40.00	Hour
O.	Lump Sum Mowing ( <sup>2</sup> ), entire community	\$ 6,260.00	Per Mow

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<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

Manager / Foreman	\$ 75.00	per Hour
Laborer	\$ 50.00	per Hour
	\$	per Hour

B. Debris removal equipment unit costs:

Bucket truck	\$ 150.00	per Hour
Chipper	\$ 150.00	per Hour
Loader	\$ 150.00	per Hour

C. Other emergency/disaster related unit costs:

	\$	per Hour
	\$	per Hour
	\$	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Buccaneer Landscape Mgt ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 17 day of October, 2019.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was sworn and subscribed before me this 17th day of October, 2019, by Chris Witherington of Buccaneer Landscaping who is personally known to me or who has produced FIDL as identification, and did [ ] or did not [ ] take the oath.



Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Buccareer Landscape Mgmt ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is PO Box 2453 Pinellas Park FL 33780

4. Proposer's Federal Employer Identification Number (FEIN) is 20-4558149

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted



of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 17 day of October, 2019.

Proposer: [Signature]  
By: Chris Wittington  
Title: Pres.

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2019, by Chris W. Wittington of Buccaneer Landscape who is personally known to me or who has produced FLDL as identification, and did [ ] or did not [ ] take the oath.



[Signature]  
Notary Public, State of Florida  
Print Name: Sharon Mucci  
Commission No.: GG 235890  
My Commission Expires: 07/08/2022

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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Buccaroo Landscape Mgmt ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is PO Box 2453  
Amulka Park FL 33780
4. Proposer's Federal Employer Identification Number (FEIN) is 20-4558149  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this 17 day of October, 2019.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Pine/llas

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2019, by Chris Witherington of Buccaneer Landscaping who is personally known to me or who has produced FLDL as identification, and did [ ] or did not [ ] take the oath.



Notary Public, State of Florida

Print Name: Sharon Mucci

Commission No.: GG 235890

My Commission Expires: 07/08/2022



## **Proposed Project / Manpower Summary**

The following is an estimated (1) year total manpower summary for grounds maintenance operations for **Harrison Ranch CDD**.

The property is in major need of a one-time clean up. Upon review it was noticed numerous deficiencies. Irrigation seems to have many issues that need to be further investigated. Turf has / had pest control problems that will need to be fully resolved and turf replaced. Weed control in landscape beds need to be addressed. Rejuvenational pruning of hedge line along the berm needs to be brought down to about half its size for better aesthetics and manageability. Tree trimming and moss removal needs to be addressed. If awarded the contract Buccaneer would commit to bringing in additional manpower to get the property back to standards within 30-45 days.

Based on our property surveys, our average manpower estimates, as stated and broken down within this summary, shall be sufficient to satisfy all requirements as set forth after the property has a thorough clean up. This staffing estimate is based on a (1) year total man-hour "average", which includes all working site supervision. In addition to the proposed base services crew personnel, our proposal price includes additional support services man-hours for our chemical program, arborcare services, mulch installation, irrigation maintenance program and annual flower installation as applicable to this agreement and as needed. The related growing or non-growing seasons, and subsequent services and frequencies to be provided, will dictate the exact number of personnel needed at any given time. We anticipate the following staffing requirements:

### **❑ Growing & Non-Growing Season**

#### **Mowing Services:**

Approximately (8) crew personnel per service visit, (40 hrs.) per week and (42) weeks per year or per specifications. Typical Season below, weather pending. Per specifications provided.

Weekly during growing season. Bi-weekly in the offseason.

- St. Augustine mow – 2 days
- Bahia mow – 4 days – 3-man dedicated pond mow crew

#### **Detail Services:**

Approximately (5) crew personnel per service visit, (10 days) per month (12) visits per year per specifications. Typical Season below, weather pending. Per specifications provided.

**Account Manager** – one dedicated manager

#### **Mow Crew**

- (1) Crew Supervisor (Working - assist with various services)
- (7) Crew Members – Landscape Services

#### **Detail Crew – (trimming and weeding)**

- (1) Crew Supervisor (Working - assist with various services)
- (4) Crew Members – Landscape Services

- (1) Irrigation Tech - 12 monthly inspections for routine wet checks and repairs as needed.
- (1) Spray Tech – as needed for all fertilization and pest control services per specifications.



## Landscape Management Plan

**Buccaneer Landscape Management** is committed to developing a mutually beneficial, long-term relationship in executing this agreement for landscape maintenance services. Client provided specifications supersede all enclosed information. BLMC has established the following objectives for the agreement:

- 1) *Maintain the grounds at the highest quality level consistent with the client's expectations.*
- 2) *Provide a highly responsive staff led by a qualified, experienced Account Manager.*
- 3) *Support the on-site staff with the proper resources to maximize efficiencies.*
- 4) *Through proper maintenance and cultural practices, continually improve the aesthetics of the community landscape.*
- 5) *Maintain the project as an environmental enhancement, continually assessing the impact of cultural practices on the surrounding environment.*
- 6) *Provide professional guidance and recommendations for landscape improvements and in effecting future cost savings.*

With these objectives in mind, we hope to offer the opportunity to utilize the vast resources of **Buccaneer Landscape Management** for the successful maintenance of your community.



## ***Grounds Management Programs***

### **Operations - Management**

A site-specific maintenance program will be developed for which utilizes the interrelationship of Integrated Pest Management (IPM) which is an EPA recognized program and Best Management Practices (BMP). Our program will ensure that the best possible management practices are utilized and conducted in a timely and effective manner to provide maximum turfgrass quality and make a positive impact on the environment.

This management plan is intended to be an overall outline for agronomic, horticultural, and service practices of BLMC's maintenance operation, covering the maintenance of all landscaped grounds within the designated service areas. While the guidelines are detailed, they are not intended to be strict rules of operation. Variances from the guidelines will be necessary at times to allow for adjustments resulting in changes in climatic conditions, pest infestation, and other unforeseen problems.

#### **A. Irrigation**

A definitive description of how to irrigate is elusive because of many variables to consider, i.e., slope, soil types, height of cut, rooting depth, weather factors and the performance of the irrigation system itself. The only way for the irrigation tech to master the irrigation of every area of responsibility is through careful study and trial and error. Experience is the best teacher when it comes to fine-tuning irrigation management skills.

Given the imperfect nature of any irrigation system in the content of the variables noted above, there most likely will be different areas of the grounds over watered, correctly watered and under watered. Trying to achieve the most appropriate balance, preferably on the drier side, will be the goal of the irrigation program. Irrigation scheduling involves answering two questions, when to irrigate and how much water to apply. Once these two questions have been answered, the schedule will need to be adjusted for rainfall and refined, as experience is gained.



Irrigation should be scheduled only when the turf needs water, i.e., just before it begins to stress. One method that can be used in determining when to irrigate is

visual inspection of the turf. When the grass begins to turn a bluish-gray tint, or leaf blades curl or fold, footprints linger in the grass long after being made and/or a soil probe indicates the soil is dry, it is time to irrigate.

The best method of determining whether the proper amount of water was applied is to determine the depth of water penetrating following irrigation by coring with a soils tube. If water has not penetrated to the one foot depth (or other depth to be irrigated) by six to eight hours after an irrigation, then the irrigation time should be increased. If water has moved well beyond the desired irrigation depth, the irrigation time would be decreased.

## **B. Mowing**

After irrigation, mowing is the most important turf maintenance operation. With good mowing practices, density, texture, color, root development, and wear tolerance are enhanced; and a healthy turf minimizes the need for excessive use of fertilizers and pesticides. In addition, mowing can be an effective means of controlling many weeds; thereby, helping to reduce the use of herbicides.

When the turf is mowed too closely, it becomes less tolerant of environmental stresses, more disease prone and more dependent upon a carefully implemented cultural program. The best approach is to use the highest mowing height acceptable for the various turf types and applications.

Growth rate and mowing height have the most influence on mowing frequency. As a rule of thumb, mowing should be done often enough that no more than 30% of the leaf blade is removed any one mowing. Therefore, the frequency of mowing must be related to the rate of growth rather than to a time schedule. Following this practice will minimize the effect of mowing on photosynthesis and help maintain a high percentage of leaf surface which is necessary for healthy root development.

Varied mowing patterns on all surfaces encourage upright growth and reduce wheel or mower wear and compaction.

In addition, anytime the grass is in a weakened or stressed condition, the mowing height should be raised immediately.

### **C. Fertilization**

#### **General – Turf / Shrubs / Trees / Palms**

The most important aspect of a fertilizer program is to insure that the materials used do not contaminate the soil and/or groundwater. The first step in arriving at a sound turf / plant nutrition program is to have the soil analyzed to determine pH, calcium, magnesium, phosphorus and potassium availability and balance. From this information a valid lime and fertilizer program can be developed with the assurance that excess nutrients will not be applied.

Nitrogen is the nutrient used by grasses in the largest quantities. Its function is to stimulate vegetative growth and provide the grass with green color. Nitrogen fertilization will be determined by color, density and rate of growth (clipping yields) of the grass. Interpretation of soil nitrogen analyses to exact amounts which are available to the plant is difficult. For this reason nitrogen rates will be adjusted, but not solely based on site testing. Leaching of nitrate nitrogen can be safely regulated by making controlled



applications (spoon feeding), using controlled materials (slow-release) or using a combination of these approaches.

Controlled applications can be made by using soluble fertilizers and applying the materials with either a sprayer, or through the irrigation system (fertigation), that has been calibrated to put out an accurate amount of material per acre. Using either of these methods, the irrigation tech can personally control the rate and frequency of fertilizer application, and thereby reduce the tendency to apply excessive amounts of nitrate and ammonium forms of nitrogen on an infrequent basis.

Controlled materials, such as natural organic sources (Milorganite and others), isobutylidene diurea (IBDU), ureaformaldehyde (UF) and coated ureas (SCU and others) are all slow-release nitrogen sources. They have the advantage of supplying a longer more uniform source of nitrogen, a lower salt index and reduced nitrogen leaching.

By combining soluble nitrogen sources with the slow-release nitrogen products, availability can be extended to the grass without fear of nitrogen leaching into the groundwater. In areas and/or application times subject to nitrogen bans, adjustments will be made using alternate products yet being just as effective.

#### **D. Pest Management**

IPM (Integrated Pest Management) is a preventive approach that incorporates other systems rather than just the use of pesticides for controlling pest problems. It is an ecologically based system that uses biological and chemical approaches to achieve control. General pest management can use one of three strategies: prevention, containment or eradication. The particular pest problem can determine which approach to take. However, the plant material's overall condition will play a vital role in how well it can tolerate specific pest problems and which of these three approaches may ultimately



be necessary. In order for IPM to work as a viable system, the Hort Tech must be familiar with the turf or plant material, the environment, and with the signs and symptoms of primary, occasional and potential pest problems. Experience and training are important prerequisites to an IPM approach which focuses on six basic components: **1) monitoring** of potential pest populations and their environment; **2 & 3) determining** pest injury levels and **establishing** treatment thresholds; **4) decision making, developing** and **integrating** all biological, cultural and chemical control strategies; **5) timing and spot treatment** utilizing either the chemical, biological or cultural methods: and **6) evaluating** the results of treatment.

IPM programs rely on six basic approaches for plant protection. These include: **1) Regulatory** - using certified materials and seed to prevent noxious weed contamination; **2) Genetic** - selecting improved grasses / plant material which perform well in specific areas and show a resistance to pest problems; **3) Cultural** - following recommendations made for proper primary and secondary cultural practice which will maintain the material in the most healthy condition and influence its susceptibility to and recovery from pest problems; **4) Physical** - cleaning equipment to prevent spreading of diseases and weeds from infected areas; **5) Biological** - for a limited number of pest problems biological control can be used whereby natural enemies are introduced to effectively compete with the pest: and **6) Chemical** - pesticides are a necessary and beneficial approach to turf pest problems, but use can be restricted in many cases to curative rather than preventive applications, thus reducing environmental exposure.

## References

### Partial - Client / Project List

#### Key Contacts / References:

- **Greenacre Properties** – Melissa Wood - 813-936-4120
- **American Landmark** – Colby Robertson – 850-838-6383
- **Carroll Organization** – Melissa Cannata – 813-445-1432

#### Sample Clients by Market Segment:

##### **Property Management Clients** (Multiple sites)

- Sentry Management
- Cushman and Wakefield
- Severn Trent
- Meritus
- Greenacre Properties
- Leland Management

##### **Commercial & Retail**

- CVS Pharmacy – Hillsborough County to Collier County
- Wawa
- Site Centers
- Benderson Development
- Grand Oaks Commerce Center

##### **HOA / CONDO**

- Bloomingdale Special Taxing District
- The Lakes HOA
- Hammocks CDD & HOA
- Watergrass CDD
- Ladera HOA
- Placido Bayou – Neighborhoods – A, E, G and H
- Mabel Bridge HOA

##### **Multi-Family Housing / Apartment Communities**

- Carroll Organization
- Waypoint Residential
- Morguard
- American Landmark
- Inland Residential

## Landscape Construction

### Partial Project List / Construction References

- Heartwood and Bark – Jake Zimmerman – 727-343-1809
  - Ulmerton Road Improvements - \$265k – March 2019
  - Grand Oaks at 75 Landscaping - \$235k – Feb 2017
  - City of Tampa Selmon Landscaping - \$160k – December 2015
  - City of Tampa Brorein Landscaping - \$40k – July 2014
  - City of Largo FDOT Landscaping - Seminole Blvd - \$96k – Jan 2013
  - City of Largo FDOT Landscaping – Walsingham - \$110k – July 2012
  - City of Largo FDOT Landscaping – East Bay - \$495k – Jan 2010
- Golden Sands General Contractors - Dan Jenkins – 727- 366-0881
  - Bank of America – Orlando - \$9k – Jan 2013
  - BB&T – Bradenton - \$20k – Nov 2011
  - Colonial Bank – Wesley Chapel - \$75k – July 2009
  - Colonial Bank – Clearwater - \$85k- Dec 2008
- City of Seminole – Jeremy Hockenbury – 727-599-9798
  - City of Seminole FDOT Phase III - \$36k – Feb 2013
  - City of Seminole FDOT Phase II- \$30k – Oct. 2012
  - City of Seminole FDOT Phase I- \$25k – Feb. 2012
- LEMA Construction – Skip Wilkinson - 727- 599-5731
  - Family Medical Center – St. Petersburg - \$18k – Jul 2014
  - Cibran Medical – Seminole - \$35k – May 2010
  - Center for the Arts – City of St Petersburg - \$84k – Dec 2010
- Hawkins Construction – Dan Downes - 727-967-4810
  - Aldi – Port Richey - \$10k – April 2012
  - Publix - Hudson – \$15k – May 2011
  - CVS Pharmacy – Seminole - \$55k – Feb 2011
  - CVS Pharmacy – West Palm Beach - \$50k – Feb 2011
  - CVS Pharmacy - Lake Mary - \$25k – Jun 2009
- Heart Construction – Joyce Mitchell – 727- 641-3550
  - Kissimmee Jail Expansion - \$32k – March 2011
  - Lady Lake Library – Town of Lady Lake \$40k – March 2011
  - Suncoast Mall SR52 – Hudson - \$295k – July 2009
  - City of Tampa – Oaks at Riverview - \$45k – July 2009
  - City of Largo – SW Recreation Center – \$48K –Mar 2009
- Crown Auto Group – Tim Reid – 727-608-8315
  - Crown Hyundai and Crown GMC – St. Pete. \$125k – June 2012





## 4. COMPANY PROFILE & STATEMENT of QUALIFICATION

### A. SUMMARY – EXPERIENCE & QUALIFICATIONS

**Buccaneer Landscape Management Corporation (BLMC)** is a premier service provider of commercial landscape maintenance and landscape design / build services in the State of Florida. Our clear understanding of the commercial culture enables us to provide our clients with exceptional service at reasonable pricing. A Florida corporation in business since 2006 and based in Pinellas Park, Florida, Buccaneer believes in adding value to our customer's properties while helping protect their investment by providing our landscape maintenance, management and design services with the utmost integrity, professionalism and affordability. Our financial strength, operational capabilities and technical resources affords us the vision and desire to serve any client with any need big or small. Buccaneer Landscape is committed to customer satisfaction and offering our customers new solutions with custom tailored programs satisfying their goals and objectives. Since our inception, our main goal has been to do our very best to earn the loyalty of our clients and employees.



### DIVERSE FAMILY OF CUSTOMER

Buccaneer currently provides landscape services to properties of all sizes in a variety of market segments covering multiple counties throughout Florida. We are well diversified in landscape construction and landscape maintenance services working with both private and public clients.

Buccaneer has been providing developers, property managers and municipalities throughout Florida with the industry's most comprehensive and affordable landscape management solutions since established. Our diverse family of customer includes:

- Homeowners Associations
- Condominium Associations
- Community Development Districts
- Commercial and Office Parks
- Retail / Shopping Centers
- Hotel / Restaurant / Hospitality
- Multi-Unit Housing / Apartments
- Municipalities / Government
- Sports Turf / Facilities



## **ALL-INCLUSIVE SERVICE MENU**

Through hard work and a client-centered commitment, BLMC has grown to afford our clients an all-inclusive menu of landscape services while providing these services in-house. We offer a complete range of core landscape services and support services designed to meet the needs of every property. Our services include:

- Landscape Maintenance
- Landscape Design / Build
- Horticulture / Fertilization Services
- Certified Pest Management
- Irrigation Management
- Seasonal Color Programs
- Arbor Care Services
- Water Truck Services
- Emergency Response
- Property Evaluation / Consultation



## **EXCEPTIONAL SERVICE**

We strive to exceed our customers' expectations in every area. We do this while consistently delivering the finest landscape services available. With Buccaneer, you can expect:

- Personalized client-centered service approach
- Cost Effective Solutions
- Knowledgeable well-trained staff
- Well maintained Fleet and Equipment
- Company culture of Integrity and hard work
- Leadership with 30+ years industry experience
- Drug-free workplace/Safety Training Programs
- Hold all applicable Licenses and Certifications
- Rapid Response Time
- Multi-property and Statewide Capabilities
- Organizational Depth with a Team Approach
- Detailed Reporting
- Trained and Certified in "Best Management Practices"
- Utilize IPM "Integrated Pest Management"
- A Start to Finish Commitment to Quality





## **BUCCANEER ADVANTAGES**

- ❑ Dedicated Landscape Maintenance Account Manager
- ❑ Operational and Management support from ownership and key leadership.
- ❑ Operational and Management support from all offices with staffing of more than 60 employees as well as companywide technical resources through industry partnering.
- ❑ Scheduled and unscheduled site inspections.
- ❑ Use of Daily Communications Log by Project/Account Manager.
- ❑ Late-model company- identified service vehicles.
- ❑ New or certified refurbished equipment.
- ❑ Uniformed service personnel with company identification.
- ❑ On-staff Horticulturist
- ❑ On-staff Agronomist
- ❑ On-staff Arborist
- ❑ On-staff Certified Pest Control operator
- ❑ On-staff Certified Irrigation Technician
- ❑ Outdoor janitorial services available.
- ❑ Full-service Landscape Construction and Renovation services capability

## **BUILDING RELATIONSHIPS ...through industry support!**

Proud members and participants of:

- BOMA – Building Owners and Managers Association
- CAI – Community Associations Institute
- BAAA – Bay Area Apartment Association
- FNGLA – Florida Nursery, Growers and Landscape Association



## **B. CORPORATE INFORMATION**

### **OFFICE LOCATIONS**

Buccaneer has multiple locations throughout Florida with a reputation for quality landscape services.

1. **Pinellas Park – (Corporate Office)** – services greater Tampa Bay area
  - 1.5 acres with onsite nursery
  - 50+ fulltime employees / 3 Part time employees and seasonal staff.
2. **Brandon** – services Brandon and Wesley Chapel
  - Warehouse Storage facility
  - 25+ fulltime employees and seasonal staff
3. **Bradenton** – services Bradenton and Sarasota
  - Warehouse with storage facility
  - 14+ fulltime employees and seasonal staff
4. **Kissimmee** – Services Orlando and surrounding areas
  - Warehouse with 1-acre storage area
  - 30+ fulltime employees and seasonal staff
5. **West Palm** – services Palm Beach and Broward County
  - Warehouse with storage facility
  - 20+ fulltime employees and seasonal staff

### **COMPANY LEADERSHIP**

➤ **Chris Witherington** – *Owner / President*

Buccaneer Landscape was founded by owner/President Chris Witherington in March 2006. Leading Buccaneer Landscape, Chris has over 20 years' experience in the landscaping industry and holds an Engineering Degree with a minor in Environmental studies. Integrity has been the cornerstone of Chris's sound business philosophy and has helped ensure not only loyalty from his clients but from his employees as well resulting in a consistently high level of service.

## **KEY CONTACT INFORMATION**

**Owner / President:** Chris Witherington

Cell: 813.361.1171

[chris@buccaneerlandscape.com](mailto:chris@buccaneerlandscape.com)

**Office Management:** Tracy Witherington

Office: 727.798-6484

[tracy@buccaneerlandscape.com](mailto:tracy@buccaneerlandscape.com)

**Management:** Brad Bachman, Alec Israel, Luis Hernandez

- Contact information provided as needed

## **CORPORATE INFORMATION**

**Buccaneer Landscape Management Corp.**

P.O. Box 2453

Pinellas Park, FL 33780

Office: 1- 888 (local 727) -798-6484

Fax: 727-499-9564

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

**State of Incorporation:** Florida

**Date of Incorporation:** March 2006

**FEIN:** 20-4558149

**D&B:** 79-823-9070

### **License / Certification**

- FNGLA Certified Landscape Contractor
- State Certified Irrigation License
- ISA Certified Arborist
- Lawn and Ornamental Pest Control
- Agricultural Products Dealer Bond
- FDOT Maintenance of Traffic (Advanced and Intermediate)
- FDOT ROW Certified Spray Certificate
- Applicable city and county occupational licenses.

### **Insurance**

- General Liability \$2,000,000 each occurrence
- Excess \$4,000,000
- Auto \$1,000,000
- Workers Compensation \$1,000,000  
(Please find attached sample Certificate of Insurance as proof of coverage)

### **Bonding**

Agricultural Dealers Bond \$85,000

Single limit \$500,000

Aggregate \$1,500,000



## **TRADE REFERENCES**

### **Bank References**

Regions Bank

3505 4th St N, St Petersburg, FL 33704

(800) 734-4667

### **Trade Credit References**

Quality Mowers

2066 ½ Gulf to Bay Blvd

Clearwater, FL 33765-3798

727-461-2091

Quality First

8682 Williams Rd.

Seffner, FL 33584

813-246-4908

John Deere Landscapes / Site One

6782 118th Ave N

Largo, FL 33773

727-531-3180

Tom's Sod Service

11413 49th St N.

Clearwater, FL 33762

727-571-1119



## **C. STAFFING & EQUIPMENT**

### **STAFFING**

Employing over sixty full-time employees as well as part-time and seasonal staffing, Buccaneer continues to grow on a regular basis through our reputation, our business development efforts and our commitment to our customers.

BLMC has the staffing, experience and financial strength to service any project regardless of size or service level. BLMC has a solid track record working with private entities and municipalities alike. We are committed to our customers and will do what is right for the customer and the environment. We attribute our growth and success to this mindset and



will continue to do the right thing as we grow. We continue to add quality personnel that will help us not only with our immediate success but who will grow with us as we move toward the future. Our personnel training programs ensure that those staff members who wish to better themselves and advance in their landscape careers have the opportunity to do so with Buccaneer.

#### **Staffing – General Descriptions and Responsibilities:**

**Project/Account Manager:** This key position will be responsible for the on-site orchestration of the landscape operations and any administrative requirements for your property. Our Account Manager will coordinate and direct our Integrated Pest Management Program (if applicable), Irrigation, Floral Detail, Arbor Care and miscellaneous services. He will provide you with quality assurance and continuous service updates and will receive active support from our local offices and company leadership.

**Integrated Pest Management:** This proactive approach to pest control is centered on proper plant selection and continuous monitoring of plant pest populations. Corrective pesticide applications will be made by only knowledgeable applicators under the direction of our Managers and Certified Pest Control Operator certified by the State of Florida, Department of Agriculture. Applicators will maintain an application logbook and continually update MSDS and label references.

**Irrigation Maintenance:** A knowledgeable irrigation technician will regularly monitor the operation of all irrigation throughout the property. Operations will include regular zone maintenance along with prompt notification of any necessary repairs or system failure.

**Floral Detail / Seasonal Color:** Through our many years of floricultural experience within the commercial landscape industry, Buccaneer will provide unparalleled experience in managing your floral displays. We will provide the assurance of consistently colorful displays through the proper plant selection and continuous detailing and “dead heading” of the floral displays throughout the property. Proper fertilization and I&D programs and application are tantamount to success.

**Shrub / Detail and Turf Maintenance Personnel:** The staffing of knowledgeable service personnel will provide the maintenance operations. Their hands on approach will ensure continuous property preparation and timely completion of any of your service needs. These personnel will coordinate all property operations with each other as well as with client’s rep having constant communications with the account manager.

### **Personnel Summary – As of July 2018 – License and Certifications**

**Landscape Maintenance Division – (80+) w/ 350 + years total experience**

- 2 BMP Instructors
- 38 BMP Certified

**Landscape Construction Division – (12+) w/ 100+ years total experience**

- 1 BS in Engineering & Minor in Environmental Sciences
- 1 FNGLA Certified Contractor
- 1 Advanced MOT Certification
- 1 Intermediate MOT Certification

**Irrigation Division – (6) w/ 75 years total experience**

- 1 License Holder
- 6 Hunter 2 wire Certified

**Pest Control Division – (5) w/ 68 years total experience**

- 3 CPO L/O License Holders
- 1 ROW License Holder
- 1 GHP License Holder
- 2 Limited Commercial License Holders
- 30 ID Card Holders

**Arbor Care Division – (4) w/ 30 years’ total experience**

- 1 ISA Certified Arborist



## **EQUIPMENT AND VEHICLES**

### Vehicles

- 1 – 2018 Chevrolet W3500 Box Truck
- 1- 2018 Ford F-150
- 1 - 2017 Isuzu Lawn Spray Truck
- 1 - 2017 GMC Sierra 2500HD
- 1 – 2017 Ford F-550 Chipper Truck
- 1 – 2017 Ford F-550 Flatbed Truck
- 2 – 2017 Ford F-150
- 7 – 2016 Isuzu Landscape Dumps
- 4 – 2015 Isuzu Landscape Dumps
- 3 – 2015 Ford F-250 Pickup Trucks
- 2 – 2014 Isuzu Landscape Dumps
- 4 – 2013 Ford F-250 Pickup Trucks
- 1 – 2012 Ford Transit
- 1 – 2011 Chevrolet Colorado
- 1 – 2004 Ford F-450 Lawn Spray Truck
- 1 – 2006 F-450 Forestry Bucket Truck
- 1 – 2007 Ford F-750 2000 Gallon Water Truck
- 1 – 2006 Isuzu NPR Dump Truck
- 2 – 2008 Isuzu NPR Custom Landscape Trucks
- 1 – 2016 Isuzu NPR Vanscaper
- 2 - 2007 Chevrolet Express Vans
- 1 – 2006 Ford F-150 Pickup
- 1- 1989 International 13 ton crane truck
- 5 – Gatortail 6X16 Enclosed Trailers
- 10 – Predator Eagle 6X16 Open Landscape Trailers
- 3 – Express Trailer 6 X 20 Enclosed trailer
- 1- 2009 Energy Absorption Crash Attenuator

### Mowers - All Equipment is 2017 or newer

- 20 – 52" John Deere Standers
- 12 – 60" Gravely Grandstands
- 17 – 52" Gravely Grandstands
- 8 – 72" Gravely Riders
- 9 - 60" Gravely Standers
- 3 – 36" Gravely standers
- 3 – 21" Toro walk behinds – trim mowers

### Hand Tools – all 2018 or newer

- 100+ - Stihl Trimmers
- 100+ - Stihl Stick Edgers
- 100+ - Stihl Backpack blowers
- 50 - Stihl hedge trimmers
- Misc. tools

### Landscape Equipment

- 1 - 2018 John Deere 317G with all attachments
- 1 - 2009 PJ 7X30 Gooseneck Trailer
- 1 - 2017 Predator Eagle Dump Trailer
- 1 - 2011 Anderson 7X16 Tow behind equipment trailer
- 1 - 2008 JCB 408 with all attachments
- 1 - 2017 Vermeer RTX100 Trencher
- 7 - Stihl Augers
- 1 - 2012 Ryan Sod Cutter
- 1 - 2013 Ryan Sod Cutter

### Spray Equipment

- 2 - 2013 Gravelly Trekers - w/ 50 Gallon Sprayers
- 1 - 2015 John Deere Gator - w/ 50 Gallon Sprayers
- 1 - 2010 Perma-green Riding Spreader
- 1 - 2015 LT Rich - Z-Sprayer

### Arbor Care

- 1- 2008 F450 Forestry Bucket Truck
- 1- 2017 F550 Chipper Truck
- 1 - 2017 Vermeer BC1000 Chipper
- 8 - Power Pruners
- 25+ Chainsaws

# Insurance Certificate



## CERTIFICATE OF LIABILITY INSURANCE


DATE (MM/DD/YYYY)  
09/25/2019

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).

<b>PRODUCER</b> Northeast Underwriters, Inc. 4780 1st Street North St. Petersburg FL 33703		<b>CONTACT NAME:</b> Stephanie Young <b>PHONE (A/C, No, Ext):</b> (727) 521-4253 <b>FAX (A/C, No):</b> (727) 527-9455 <b>E-MAIL ADDRESS:</b> syoung@neu-ins.com															
<b>INSURED</b> Buccaneer Landscape Management Inc PO Box 2453 Pinellas Park FL 33780		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Casualty</td> <td>24074</td> </tr> <tr> <td>INSURER B: United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER C: National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER D: FL Citrus Bus. Ind. WC Fund</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Ohio Casualty	24074	INSURER B: United States Fire Insurance Company	21113	INSURER C: National Union Fire Ins. Co.	19445	INSURER D: FL Citrus Bus. Ind. WC Fund		INSURER E:		INSURER F:	
INSURER	NAIC #																
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INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 19-20 comp		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 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 GEVL/AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BLO54718107	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> 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 type="checkbox"/> NON-OWNED AUTOS ONLY			1337449545	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist (UM) \$ 100,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			066003612	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10647269	05/23/2019	05/23/2020	<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
A	Inland Marine			BMO59344344	02/22/2019	02/22/2020	Rented or Leased \$100,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
McNeil Management Services Cottages at Meadowbrooke HOA 13313 Ashbark Court Riverview FL 33579	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 



**LORI A. HORNBY, P.A.**  
**P.O. Box 531026**  
**St Petersburg, FL 33747**  
**(727) 388-3378**  
**Lori@LoriHornbyCPA.com**

April 29, 2019

Buccaneer Landscape Management Corp  
4195 62nd Ave N  
Pinellas Park, FL 33781

Dear Chris,

We have prepared and enclosed your 2018 Form 1120S, U.S. Income Tax Return for an S Corporation for Buccaneer Landscape Management Corp for the tax year ending December 31, 2018.

We prepared your returns based on the information you provided us. Please review the returns carefully to ensure that there are no omissions or misstatements of material facts.

Your 2018 Form 1120S, U.S. Income Tax Return for an S Corporation for Buccaneer Landscape Management Corp will be electronically filed.

No payment is due with this return.

We appreciate this opportunity to serve you. If you have any questions, please contact us.

Sincerely,

Lori A Hornby

**LORI A. HORNBY, P.A.**  
**P.O. Box 531026**  
**St Petersburg, FL 33747**  
**(727) 388-3378**  
**Lori@LoriHornbyCPA.com**

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April 29, 2019

Buccaneer Landscape Management Corp  
4195 62nd Ave N  
Pinellas Park, FL 33781

**Statement of Charges for Services Rendered:**

<b>Total fee</b>	\$	0.00
------------------	----	------

Summary of Florida Form Charges:

<b>Description</b>	<b>Count</b>
Information Worksheet	1
Form DR-405, Tangible Pers Prop Tax	1
Form DR-405, Tangible Prop Tax Sch	2
DR-405 Worksheet	1
State Bonus Depreciation Adj Wrksh	1

Not for public record protected by Sunshine Law - Submitted to Harrison Ranch Oct 2019

**2018 S Corporation Return**  
prepared for:

**Buccaneer Landscape Management Corp**  
4195 62nd Ave N  
Pinellas Park, FL 33781

Not for public record protected by Sunshine Law - Submitted to Harrison Ranch Oct 2019

**LORI A. HORNBY, P.A.**  
P.O. Box 531026  
St Petersburg, FL 33747



**Schedule B Other Information** (see instructions)

<b>1</b>	Check accounting method: <b>a</b> <input type="checkbox"/> Cash <b>b</b> <input checked="" type="checkbox"/> Accrual <b>c</b> <input type="checkbox"/> Other (specify) ▶ _____	<b>Yes</b>	<b>No</b>
<b>2</b>	See the instructions and enter the: <b>a</b> Business activity ▶ <u>Services</u> <b>b</b> Product or service ▶ <u>Landscape Management</u>		
<b>3</b>	At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation . . .		<b>X</b>
<b>4</b>	At the end of the tax year, did the corporation: <b>a</b> Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below . . . . .		<b>X</b>
	(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation
	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made	
<b>b</b>	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below . . . . .		<b>X</b>
	(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity
	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital	
<b>5a</b>	At the end of the tax year, did the corporation have any outstanding shares of restricted stock? . . . . . If "Yes," complete lines (i) and (ii) below. <b>(i)</b> Total shares of restricted stock . . . . . ▶ _____ <b>(ii)</b> Total shares of non-restricted stock . . . . . ▶ _____		<b>X</b>
<b>b</b>	At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? . . . . . If "Yes," complete lines (i) and (ii) below. <b>(i)</b> Total shares of stock outstanding at the end of the tax year ▶ _____ <b>(ii)</b> Total shares of stock outstanding if all instruments were executed ▶ _____		<b>X</b>
<b>6</b>	Has this corporation filed, or is it required to file, <b>Form 8918</b> , Material Advisor Disclosure Statement, to provide information on any reportable transaction? . . . . .		<b>X</b>
<b>7</b>	Check this box if the corporation issued publicly offered debt instruments with original issue discount . . . . . <input type="checkbox"/> If checked, the corporation may have to file <b>Form 8281</b> , Information Return for Publicly Offered Original Issue Discount Instruments.		
<b>8</b>	If the corporation <b>(a)</b> was a C corporation before it elected to be an S corporation <b>or</b> the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation <b>and</b> <b>(b)</b> has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$ _____		
<b>9</b>	Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions . . . . .		<b>X</b>
<b>10</b>	Does the corporation satisfy one of the following conditions and the corporation doesn't own a pass-through entity with current year, or prior year carryover, excess business interest expense? See instructions . . . . .	<b>X</b>	
<b>a</b>	The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year don't exceed \$25 million, and the corporation isn't a tax shelter; or		
<b>b</b>	The corporation only has business interest expense from (1) an electing real property trade or business, (2) an electing farming business, or (3) certain utility businesses under section 163(j)(7). If "No," complete and attach Form 8990.		
<b>11</b>	Does the corporation satisfy <b>both</b> of the following conditions?		
<b>a</b>	The corporation's total receipts (see instructions) for the tax year were less than \$250,000 . . . . .		
<b>b</b>	The corporation's total assets at the end of the tax year were less than \$250,000 . . . . .		<b>X</b>
	If "Yes," the corporation is not required to complete Schedules L and M-1.		



<b>Schedule B Other Information</b> (see instructions) <i>(continued)</i>		Yes	No
<b>12</b>	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? . . . . .		<b>X</b>
	If "Yes," enter the amount of principal reduction . . . . . ▶ \$		
<b>13</b>	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions . . . . .		<b>X</b>
<b>14a</b>	Did the corporation make any payments in 2018 that would require it to file Form(s) 1099? . . . . .	<b>X</b>	
<b>b</b>	If "Yes," did the corporation file or will it file required Forms 1099? . . . . .	<b>X</b>	
<b>15</b>	Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund? . . . . .		<b>X</b>
	If "Yes," enter the amount from Form 8996, line 13 . . . . . ▶ \$		

<b>Schedule K Shareholders' Pro Rata Share Items</b>		Total amount	
<b>Income (Loss)</b>	<b>1</b> Ordinary business income (loss) (page 1, line 21) . . . . .	<b>1</b>	317,092.
	<b>2</b> Net rental real estate income (loss) (attach Form 8825) . . . . .	<b>2</b>	
	<b>3a</b> Other gross rental income (loss) . . . . . <b>3a</b>		
	<b>b</b> Expenses from other rental activities (attach statement) . . . . . <b>3b</b>		
	<b>c</b> Other net rental income (loss). Subtract line 3b from line 3a . . . . . <b>3c</b>		
	<b>4</b> Interest income . . . . . <b>4</b>		
	<b>5</b> Dividends: <b>a</b> Ordinary dividends . . . . . <b>5a</b>		
	<b>b</b> Qualified dividends . . . . . <b>5b</b>		
	<b>6</b> Royalties . . . . . <b>6</b>		
	<b>7</b> Net short-term capital gain (loss) (attach Schedule D (Form 1120S)) . . . . . <b>7</b>		
<b>Income (Loss)</b>	<b>8a</b> Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) . . . . . <b>8a</b>		
	<b>b</b> Collectibles (28%) gain (loss) . . . . . <b>8b</b>		
	<b>c</b> Unrecaptured section 1250 gain (attach statement) . . . . . <b>8c</b>		
	<b>9</b> Net section 1231 gain (loss) (attach Form 4797) . . . . . <b>9</b>		
<b>Deductions</b>	<b>10</b> Other income (loss) (see instructions) . . . Type ▶ <b>10</b>		
	<b>11</b> Section 179 deduction (attach Form 4562) . . . . . <b>11</b>		
	<b>12a</b> Charitable contributions . . . . . Cash contributions (6.0%) <b>12a</b>		500.
	<b>b</b> Investment interest expense . . . . . <b>12b</b>		
<b>Credits</b>	<b>c</b> Section 59(e)(2) expenditures <b>(1)</b> Type ▶ <b>(2)</b> Amount ▶ <b>12c(2)</b>		
	<b>d</b> Other deductions (see instructions) . . . Type ▶ <b>12d</b>		
	<b>13a</b> Low-income housing credit (section 42(j)(5)) . . . . . <b>13a</b>		
	<b>b</b> Low-income housing credit (other) . . . . . <b>13b</b>		
	<b>c</b> Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable) . . . . . <b>13c</b>		
	<b>d</b> Other rental real estate credits (see instructions) Type ▶ <b>13d</b>		
	<b>e</b> Other rental credits (see instructions) . . . Type ▶ <b>13e</b>		
<b>Foreign Transactions</b>	<b>f</b> Biofuel producer credit (attach Form 6478) . . . . . <b>13f</b>		
	<b>g</b> Other credits (see instructions) . . . . . Type ▶ <b>13g</b>		
	<b>14a</b> Name of country or U.S. possession ▶ <b>14b</b>		
	<b>b</b> Gross income from all sources . . . . . <b>14b</b>		
	<b>c</b> Gross income sourced at shareholder level . . . . . <b>14c</b>		
	Foreign gross income sourced at corporate level . . . . .		
	<b>d</b> Section 951A category . . . . . <b>14d</b>		
	<b>e</b> Foreign branch category . . . . . <b>14e</b>		
	<b>f</b> Passive category . . . . . <b>14f</b>		
	<b>g</b> General category . . . . . <b>14g</b>		
	<b>h</b> Other (attach statement) . . . . . <b>14h</b>		
	Deductions allocated and apportioned at shareholder level . . . . .		
	<b>i</b> Interest expense . . . . . <b>14i</b>		
	<b>j</b> Other . . . . . <b>14j</b>		
Deductions allocated and apportioned at corporate level to foreign source income . . . . .			
<b>k</b> Section 951A category . . . . . <b>14k</b>			
<b>l</b> Foreign branch category . . . . . <b>14l</b>			
<b>m</b> Passive category . . . . . <b>14m</b>			
<b>n</b> General category . . . . . <b>14n</b>			
<b>o</b> Other (attach statement) . . . . . <b>14o</b>			
Other information . . . . .			
<b>p</b> Total foreign taxes (check one): ▶ <input type="checkbox"/> Paid <input type="checkbox"/> Accrued . . . . . <b>14p</b>			
<b>q</b> Reduction in taxes available for credit (attach statement) . . . . . <b>14q</b>			
<b>r</b> Other foreign tax information (attach statement) . . . . .			

**Schedule K Shareholders' Pro Rata Share Items (continued)**

		Total amount	
Alternative Minimum Tax (AMT) Items	<b>15a</b> Post-1986 depreciation adjustment . . . . .	<b>15a</b>	4,962.
	<b>b</b> Adjusted gain or loss . . . . .	<b>15b</b>	
	<b>c</b> Depletion (other than oil and gas) . . . . .	<b>15c</b>	
	<b>d</b> Oil, gas, and geothermal properties—gross income . . . . .	<b>15d</b>	
	<b>e</b> Oil, gas, and geothermal properties—deductions . . . . .	<b>15e</b>	
	<b>f</b> Other AMT items (attach statement) . . . . .	<b>15f</b>	
Items Affecting Shareholder Basis	<b>16a</b> Tax-exempt interest income . . . . .	<b>16a</b>	
	<b>b</b> Other tax-exempt income . . . . .	<b>16b</b>	
	<b>c</b> Nondeductible expenses . . . . .	<b>16c</b>	12,861.
	<b>d</b> Distributions (attach statement if required) (see instructions) . . . . .	<b>16d</b>	505,111.
	<b>e</b> Repayment of loans from shareholders . . . . .	<b>16e</b>	
Other Information	<b>17a</b> Investment income . . . . .	<b>17a</b>	
	<b>b</b> Investment expenses . . . . .	<b>17b</b>	
	<b>c</b> Dividend distributions paid from accumulated earnings and profits . . . . .	<b>17c</b>	0.
	<b>d</b> Other items and amounts (attach statement) See Sch K, Line 17d(I) Stmt		
Reconciliation	<b>18 Income/loss reconciliation.</b> Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14p	<b>18</b>	316,592.

**Schedule L Balance Sheets per Books**

		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
<b>1</b>	Cash . . . . .		592,176.		468,792.
<b>2a</b>	Trade notes and accounts receivable . . . . .	448,073.		309,871.	
<b>b</b>	Less allowance for bad debts . . . . .	( )	448,073.	( )	309,871.
<b>3</b>	Inventories . . . . .				
<b>4</b>	U.S. government obligations . . . . .				
<b>5</b>	Tax-exempt securities (see instructions) . . . . .				
<b>6</b>	Other current assets (attach statement) Ln. 6 St.		5,500.		5,000.
<b>7</b>	Loans to shareholders . . . . .		50,634.		
<b>8</b>	Mortgage and real estate loans . . . . .				
<b>9</b>	Other investments (attach statement) Ln. 9 St.		279,866.		451,158.
<b>10a</b>	Buildings and other depreciable assets . . . . .	2,746,647.		2,152,816.	
<b>b</b>	Less accumulated depreciation . . . . .	( 1,560,297.)	186,350.	( 2,043,898.)	108,918.
<b>11a</b>	Depletable assets . . . . .				
<b>b</b>	Less accumulated depletion . . . . .	( )		( )	
<b>12</b>	Land (net of any amortization) . . . . .				
<b>13a</b>	Intangible assets (amortizable only) . . . . .			18,962.	
<b>b</b>	Less accumulated amortization . . . . .	( )		( 418.)	18,544.
<b>14</b>	Other assets (attach statement) Ln. 14 St.		0.		500.
<b>15</b>	Total assets . . . . .		1,562,599.		1,362,783.
<b>Liabilities and Shareholders' Equity</b>					
<b>16</b>	Accounts payable . . . . .		55,824.		20,217.
<b>17</b>	Mortgages, notes, bonds payable in less than 1 year . . . . .				
<b>18</b>	Other current liabilities (attach statement) Ln. 18 St.		12,702.		123,489.
<b>19</b>	Loans from shareholders . . . . .				
<b>20</b>	Mortgages, notes, bonds payable in 1 year or more . . . . .		1,025,737.		973,307.
<b>21</b>	Other liabilities (attach statement) Ln. 21 St.		73,468.		0.
<b>22</b>	Capital stock . . . . .		1,000.		1,000.
<b>23</b>	Additional paid-in capital . . . . .				
<b>24</b>	Retained earnings . . . . .		393,868.		244,770.
<b>25</b>	Adjustments to shareholders' equity (attach statement) . . . . .				
<b>26</b>	Less cost of treasury stock . . . . .	( )		( )	
<b>27</b>	Total liabilities and shareholders' equity . . . . .		1,562,599.		1,362,783.

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return****Note:** The corporation may be required to file Schedule M-3 (see instructions)

<b>1</b>	Net income (loss) per books . . . . .	356,013.	<b>5</b>	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
<b>2</b>	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize) _____		<b>a</b>	Tax-exempt interest \$ _____	
				Gain (Loss) on Disposition of Section 179 Assets 52,282.	52,282.
<b>3</b>	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14p (itemize):		<b>6</b>	Deductions included on Schedule K, lines 1 through 12 and 14p, not charged against book income this year (itemize):	
<b>a</b>	Depreciation \$ _____		<b>a</b>	Depreciation \$ _____	
<b>b</b>	Travel and entertainment \$ 2,861.		<b>7</b>	Add lines 5 and 6 . . . . .	52,282.
	Health Insurance 10,000.	12,861.	<b>8</b>	Income (loss) (Schedule K, line 18). Line 4 less line 7 . . . . .	316,592.
<b>4</b>	Add lines 1 through 3 . . . . .	368,874.			

**Schedule M-2 Analysis of Accumulated Adjustments Account, Shareholders' Undistributed Taxable Income Previously Taxed, Accumulated Earnings and Profits, and Other Adjustments Account**  
(see instructions)

	(a) Accumulated adjustments account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
<b>1</b>	Balance at beginning of tax year . . . . .	393,872.	0.	0.
<b>2</b>	Ordinary income from page 1, line 21 . . . . .	317,092.		
<b>3</b>	Other additions Gain(Loss) on disp of Sec 179 assets . . . . .	52,282.		
<b>4</b>	Loss from page 1, line 21 . . . . .	( )		
<b>5</b>	Other reductions See M-2 Line 5 Stmt. . . . .	( 13,361.)		( )
<b>6</b>	Combine lines 1 through 5 . . . . .	749,885	0.	0.
<b>7</b>	Distributions . . . . .	505,111.	0.	0.
<b>8</b>	Balance at end of tax year. Subtract line 7 from line 6 . . . . .	244,774.	0.	0.

REV 02/22/19 PRO

Form **1120S** (2018)

Not for public record protected by Sunshine Law. Submitted to Harrison Parish Oct 2019

**Cost of Goods Sold**

OMB No. 1545-0123

▶ **Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.**  
▶ **Go to [www.irs.gov/Form1125A](http://www.irs.gov/Form1125A) for the latest information.**

Name <b>Buccaneer Landscape Management Corp</b>		Employer identification number <b>20-4558149</b>	
<b>1</b>	Inventory at beginning of year . . . . .	<b>1</b>	
<b>2</b>	Purchases . . . . .	<b>2</b>	685,852
<b>3</b>	Cost of labor . . . . .	<b>3</b>	3,321,877
<b>4</b>	Additional section 263A costs (attach schedule) . . . . .	<b>4</b>	
<b>5</b>	Other costs (attach schedule) . . . . . See Statement	<b>5</b>	1,702,320
<b>6</b>	<b>Total.</b> Add lines 1 through 5 . . . . .	<b>6</b>	5,710,049
<b>7</b>	Inventory at end of year . . . . .	<b>7</b>	
<b>8</b>	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions . . . . .	<b>8</b>	5,710,049
<b>9a</b> Check all methods used for valuing closing inventory:			
(i) <input checked="" type="checkbox"/> Cost			
(ii) <input type="checkbox"/> Lower of cost or market			
(iii) <input type="checkbox"/> Other (Specify method used and attach explanation.) ▶			
<b>b</b> Check if there was a writedown of subnormal goods . . . . . <input type="checkbox"/>			
<b>c</b> Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) . . . . . <input type="checkbox"/>			
<b>d</b> If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO . . . . . <b>9d</b>			
<b>e</b> If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>f</b> Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No			

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

**What's New****Small business taxpayers.** For tax years beginning after December 31, 2017, the following apply.

- A small business taxpayer (defined below), may use a method of accounting for inventories that either: (1) treats inventories as nonincidental materials and supplies, or (2) conforms to the taxpayer's financial accounting treatment of inventories.
- A small business taxpayer is not required to capitalize costs under section 263A.

**General Instructions****Purpose of Form**

Use Form 1125-A to calculate and deduct cost of goods sold for certain entities.

**Who Must File**

Filers of Form 1120, 1120-C, 1120-F, 1120S, or 1065, must complete and attach Form 1125-A if the applicable entity reports a deduction for cost of goods sold.

**Inventories**

Generally, inventories are required at the beginning and end of each tax year if the production, purchase, or sale of

merchandise is an income-producing factor. See Regulations section 1.471-1. If inventories are required, you generally must use an accrual method of accounting for sales and purchases of inventory items.

**Exception for certain taxpayers.** A small business taxpayer (defined below), can adopt or change its accounting method to account for inventories in the same manner as material and supplies that are non-incidental, or conform to its treatment of inventories in an applicable financial statement (as defined in section 451(b)(3)), or if it does not have an applicable financial statement, the method of accounting used in its books and records prepared in accordance with its accounting procedures. See section 471(c)(3).

A small business taxpayer claiming exemption from the requirement to keep inventories is changing its method of accounting for purposes of section 481. For additional guidance on this method of accounting, see Pub. 538, Accounting Periods and Methods. For guidance on changing to this method of accounting, see Form 3115 and the Instructions for Form 3115.

**Small business taxpayer.** A small business taxpayer is a taxpayer that (a) has average annual gross receipts of \$25 million or less (indexed for inflation) for the 3 prior tax years, and (b) is not a tax shelter (as defined in section 448(d)(3)). See Pub. 538.**Uniform capitalization rules.** The uniform capitalization rules of section 263A generally require you to capitalize, or include in inventory, certain costs incurred in connection with the following.

- The production of real property and tangible personal property held in inventory or held for sale in the ordinary course of business.
- Real property or personal property (tangible and intangible) acquired for resale.
- The production of real property and tangible personal property for use in its trade or business or in an activity engaged in for profit.

A small business taxpayer (defined above) is not required to capitalize costs under section 263A. See section 263A(i).

See the discussion on section 263A uniform capitalization rules in the instructions for your tax return before completing Form 1125-A. Also see Regulations sections 1.263A-1 through 1.263A-3. See Regulations section 1.263A-4 for rules for property produced in a farming business.

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

**Schedule K-1  
(Form 1120S)**Department of the Treasury  
Internal Revenue Service**2018**

For calendar year 2018, or tax year

beginning        /        / 2018 ending        /        /       **Shareholder's Share of Income, Deductions, Credits, etc.**

▶ See back of form and separate instructions.

**Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items****Part I Information About the Corporation****A** Corporation's employer identification number  
20-4558149**B** Corporation's name, address, city, state, and ZIP code  
Buccaneer Landscape Management Corp  
  
4195 62nd Ave N  
Pinellas Park FL 33781**C** IRS Center where corporation filed return  
Ogden, UT 84201-0013**Part II Information About the Shareholder****D** Shareholder's identifying number  
591-56-1717**E** Shareholder's name, address, city, state, and ZIP code  
Christopher Witherington  
  
1856 72 Ave NE  
Saint Petersburg FL 33702**F** Shareholder's percentage of stock ownership for tax year 100.000000 %

<b>1</b>	Ordinary business income (loss)	<b>13</b>	Credits
	317,092.		
<b>2</b>	Net rental real estate income (loss)		
<b>3</b>	Other net rental income (loss)		
<b>4</b>	Interest income		
<b>5a</b>	Ordinary dividends		
<b>5b</b>	Qualified dividends	<b>14</b>	Foreign transactions
<b>6</b>	Royalties		
<b>7</b>	Net short-term capital gain (loss)		
<b>8a</b>	Net long-term capital gain (loss)		
<b>8b</b>	Collectibles (28%) gain (loss)		
<b>8c</b>	Unrecaptured section 1250 gain		
<b>9</b>	Net section 1231 gain (loss)		
<b>10</b>	Other income (loss)	<b>15</b>	Alternative minimum tax (AMT) items
		<b>A</b>	4,962.
<b>11</b>	Section 179 deduction	<b>16</b>	Items affecting shareholder basis
		<b>C</b>	12,861.
<b>12</b>	Other deductions		
<b>A</b>	500.	<b>D</b>	505,111.
		<b>17</b>	Other information
		<b>K</b>	* STMT
		<b>V</b>	317,092.
		<b>W</b>	3,537,536.
		<b>X</b>	2,040,625.

\* See attached statement for additional information.

For IRS Use Only



**This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.**

<b>1. Ordinary business income (loss).</b> Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	<i>Report on</i>	<i>Code</i>	<i>Report on</i>
Passive loss	See the Shareholder's Instructions	<b>O</b> Backup withholding	See the Shareholder's Instructions
Passive income	Schedule E, line 28, column (h)	<b>P</b> Other credits	See the Shareholder's Instructions
Nonpassive loss	See the Shareholder's Instructions	<b>14. Foreign transactions</b>	
Nonpassive income	Schedule E, line 28, column (k)	<b>A</b> Name of country or U.S. possession	} Form 1116, Part I
<b>2. Net rental real estate income (loss)</b>	See the Shareholder's Instructions	<b>B</b> Gross income from all sources	
<b>3. Other net rental income (loss)</b>		<b>C</b> Gross income sourced at shareholder level	
Net income	Schedule E, line 28, column (h)	<i>Foreign gross income sourced at corporate level</i>	
Net loss	See the Shareholder's Instructions	<b>D</b> Section 951A category	} Form 1116, Part I
<b>4. Interest income</b>	Form 1040, line 2b	<b>E</b> Foreign branch category	
<b>5a. Ordinary dividends</b>	Form 1040, line 3b	<b>F</b> Passive category	
<b>5b. Qualified dividends</b>	Form 1040, line 3a	<b>G</b> General category	
<b>6. Royalties</b>	Schedule E, line 4	<b>H</b> Other	
<b>7. Net short-term capital gain (loss)</b>	Schedule D, line 5	<i>Deductions allocated and apportioned at shareholder level</i>	
<b>8a. Net long-term capital gain (loss)</b>	Schedule D, line 12	<b>I</b> Interest expense	Form 1116, Part I
<b>8b. Collectibles (28%) gain (loss)</b>	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	<b>J</b> Other	Form 1116, Part I
<b>8c. Unrecaptured section 1250 gain</b>	See the Shareholder's Instructions	<i>Deductions allocated and apportioned at corporate level to foreign source income</i>	
<b>9. Net section 1231 gain (loss)</b>	See the Shareholder's Instructions	<b>K</b> Section 951A category	} Form 1116, Part I
<b>10. Other income (loss)</b>		<b>L</b> Foreign branch category	
<i>Code</i>		<b>M</b> Passive category	
<b>A</b> Other portfolio income (loss)	See the Shareholder's Instructions	<b>N</b> General category	
<b>B</b> Involuntary conversions	See the Shareholder's Instructions	<b>O</b> Other	
<b>C</b> Sec. 1256 contracts & straddles	Form 6781, line 1	<i>Other information</i>	
<b>D</b> Mining exploration costs recapture	See Pub. 535	<b>P</b> Total foreign taxes paid	Form 1116, Part II
<b>E</b> Section 951A income	} See the Shareholder's Instructions	<b>Q</b> Total foreign taxes accrued	Form 1116, Part II
<b>F</b> Section 965(a) inclusion		<b>R</b> Reduction in taxes available for credit	Form 1116, line 12
<b>G</b> Subpart F income other than sections 951A and 965 inclusion		<b>S</b> Foreign trading gross receipts	Form 8873
<b>H</b> Other income (loss)		<b>T</b> Territorial income exclusion	Form 8873
<b>11. Section 179 deduction</b>	See the Shareholder's Instructions	<b>U</b> Section 965 information	See the Shareholder's Instructions
<b>12. Other deductions</b>		<b>V</b> Other foreign transactions	See the Shareholder's Instructions
<b>A</b> Cash contributions (60%)	} See the Shareholder's Instructions	<b>15. Alternative minimum tax (AMT) items</b>	
<b>B</b> Cash contributions (30%)		<b>A</b> Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
<b>C</b> Noncash contributions (50%)		<b>B</b> Adjusted gain or loss	
<b>D</b> Noncash contributions (30%)		<b>C</b> Depletion (other than oil & gas)	
<b>E</b> Capital gain property to a 50% organization (30%)		<b>D</b> Oil, gas, & geothermal—gross income	
<b>F</b> Capital gain property (20%)		<b>E</b> Oil, gas, & geothermal—deductions	
<b>G</b> Contributions (100%)		<b>F</b> Other AMT items	
<b>H</b> Investment interest expense	Form 4952, line 1	<b>16. Items affecting shareholder basis</b>	
<b>I</b> Deductions—royalty income	Schedule E, line 19	<b>A</b> Tax-exempt interest income	Form 1040, line 2a
<b>J</b> Section 59(e)(2) expenditures	See the Shareholder's Instructions	<b>B</b> Other tax-exempt income	} See the Shareholder's Instructions
<b>K</b> Section 965(c) deduction	See the Shareholder's Instructions	<b>C</b> Nondeductible expenses	
<b>L</b> Deductions—portfolio (other)	Schedule A, line 16	<b>D</b> Distributions	
<b>M</b> Preproductive period expenses	See the Shareholder's Instructions	<b>E</b> Repayment of loans from shareholders	
<b>N</b> Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions	<b>17. Other information</b>	
<b>O</b> Reforestation expense deduction	See the Shareholder's Instructions	<b>A</b> Investment income	Form 4952, line 4a
<b>P</b> through <b>R</b>	Reserved for future use	<b>B</b> Investment expenses	Form 4952, line 5
<b>S</b> Other deductions	See the Shareholder's Instructions	<b>C</b> Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
<b>13. Credits</b>		<b>D</b> Basis of energy property	See the Shareholder's Instructions
<b>A</b> Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	} See the Shareholder's Instructions	<b>E</b> Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
<b>B</b> Low-income housing credit (other) from pre-2008 buildings		<b>F</b> Recapture of low-income housing credit (other)	Form 8611, line 8
<b>C</b> Low-income housing credit (section 42(j)(5)) from post-2007 buildings		<b>G</b> Recapture of investment credit	See Form 4255
<b>D</b> Low-income housing credit (other) from post-2007 buildings		<b>H</b> Recapture of other credits	See the Shareholder's Instructions
<b>E</b> Qualified rehabilitation expenditures (rental real estate)		<b>I</b> Look-back interest—completed long-term contracts	See Form 8697
<b>F</b> Other rental real estate credits		<b>J</b> Look-back interest—income forecast method	See Form 8866
<b>G</b> Other rental credits		<b>K</b> Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
<b>H</b> Undistributed capital gains credit	Schedule 5 (Form 1040), line 74, box a	<b>L</b> Recapture of section 179 deduction	
<b>I</b> Biofuel producer credit	} See the Shareholder's Instructions	<b>M</b> through <b>U</b>	
<b>J</b> Work opportunity credit		<b>V</b> Section 199A income	
<b>K</b> Disabled access credit		<b>W</b> Section 199A W-2 wages	
<b>L</b> Empowerment zone employment credit		<b>X</b> Section 199A unadjusted basis	
<b>M</b> Credit for increasing research activities		<b>Y</b> Section 199A REIT dividends	
<b>N</b> Credit for employer social security and Medicare taxes		<b>Z</b> Section 199A PTP income	
		<b>AA</b> Excess taxable income	} See the Shareholder's Instructions
		<b>AB</b> Excess business interest income	
		<b>AC</b> Other information	

REV 01/26/19 PRO

Additional information from your Schedule K-1:Shareholder's Share of Income, Deductions, Credits, etc. (Christopher Witherington)

**Schedule K-1:Shareholder's Share of Income, Deductions, Credits, etc. (Christopher Witherington)**

**Supplemental Information**

**Continuation Statement**

Description	Amount
BOX 17, CODE K:	
SEE ATTACHED SECTION 179 DISPOSITION REPORT	

Not for public record protected by Sunshine Law - Submitted to Harrison Ranch Oct 2019

Name as Shown on Return  
Buccaneer Landscape Management Corp

Identifying No.  
20-4558149

## Shareholder's Disposition Report for all Assets with Section 179 Expense Taken

Shareholder's Name Christopher Witherington				Identifying No. 591-56-1717		
(a) Description	(b) Date acquired	(d) Gross sales price	(f) Cost or basis, plus improve- ments and expense of sale	(g) Depreciation allowed or allowable	(h) Amount of section 179 expense deduction taken	(i) Tax Year section 179 expense deduction taken
Check this Box if from a Casualty or theft	(c) Date sold	(e) Qualified Real Prop. With s 179		AMT Depreciation		
2017 GMC Yukon (0092)	12/28/16	46,000.	70,959.	37,135.	25,000.	2016
	12/07/18			37,135.		
Gravelly Mower	05/15/17	15,106.	15,568.	0.	15,568.	2017
	01/01/18			0.		

Name as Shown on Return	Employer Identification No.
Buccaneer Landscape Management Corp	20-4558149
Shareholder Name	ID Number
Christopher Witherington	591-56-1717

## Shareholders's Share of Section 199A Information

Activity	QBI Code V	Wages Code W	UBIA Code X	REIT Div Code Y	PTP Inc Code Z	SS TB
1120S Line 21	317,092.	3,537,536.	2,040,625.			
Totals . . . . .	317,092.	3,537,536.	2,040,625.	0.	0.	

Note: Section 179 deductions are included in QBI

spsw9908.SCR 12/05/18

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# Depreciation and Amortization

(Including Information on Listed Property)

OMB No. 1545-0172

2018

Attachment  
Sequence No. 179Department of the Treasury  
Internal Revenue Service (99)

► Attach to your tax return.  
► Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Name(s) shown on return

Buccaneer Landscape Management Corp

Business or activity to which this form relates

Form 1120S Services

Identifying number

20-4558149

**Part I Election To Expense Certain Property Under Section 179****Note:** If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,000,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,500,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the <b>smaller</b> of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2017 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions.	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2019. Add lines 9 and 10, less line 12	13	

**Note:** Don't use Part II or Part III below for listed property. Instead, use Part V.**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions.	14	141,939.
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

**Part III MACRS Depreciation (Don't include listed property. See instructions.)****Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2018	17	8,292.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

**Section B—Assets Placed in Service During 2018 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

**Section C—Assets Placed in Service During 2018 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21	Listed property. Enter amount from line 28	21	411,920.
22	<b>Total.</b> Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	562,151.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

**Part V Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

**Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)**

**24a** Do you have evidence to support the business/investment use claimed? ☒ **Yes** ☐ **No** **24b** If "Yes," is the evidence written? ☒ **Yes** ☐ **No**

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
<b>25</b> Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions .					<b>25</b>		351,303.	
<b>26</b> Property used more than 50% in a qualified business use:								
2008 Vehicle	06/15/2008	100.00%	54,494.	23,924.	5.00	200 DB-HY	0.	
2010 Water truck	03/10/2010	100.00%	2,246.	0.	5.00	200 DB-HY	0.	
See Additional Listed Property Statement		%					60,617.	
<b>27</b> Property used 50% or less in a qualified business use:		%				S/L -		
		%				S/L -		
		%				S/L -		
<b>28</b> Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 .						<b>28</b>	411,920.	
<b>29</b> Add amounts in column (i), line 26. Enter here and on line 7, page 1 .						<b>29</b>		

**Section B—Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
<b>30</b> Total business/investment miles driven during the year (don't include commuting miles) .												
<b>31</b> Total commuting miles driven during the year .												
<b>32</b> Total other personal (noncommuting) miles driven .												
<b>33</b> Total miles driven during the year. Add lines 30 through 32 .												
<b>34</b> Was the vehicle available for personal use during off-duty hours? .	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>35</b> Was the vehicle used primarily by a more than 5% owner or related person? .												
<b>36</b> Is another vehicle available for personal use? .												

**Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons. See instructions.

	Yes	No
<b>37</b> Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees? .		
<b>38</b> Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners .		
<b>39</b> Do you treat all use of vehicles by employees as personal use? .		
<b>40</b> Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received? .		
<b>41</b> Do you meet the requirements concerning qualified automobile demonstration use? See instructions. .		

**Note:** If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
<b>42</b> Amortization of costs that begins during your 2018 tax year (see instructions):					
Goodwill	07/09/2018	6,162.	197	15.00 yrs	205.
Goodwill	10/16/2018	12,800.	197	15.00 yrs	213.
<b>43</b> Amortization of costs that began before your 2018 tax year .				<b>43</b>	
<b>44 Total.</b> Add amounts in column (f). See the instructions for where to report .				<b>44</b>	418.

Form **8879-S****IRS e-file Signature Authorization for Form 1120S**

OMB No. 1545-0123

Department of the Treasury  
Internal Revenue Service

For calendar year 2018, or tax year beginning

, 2018, and ending

, 20

**2018**

Name of corporation

Buccaneer Landscape Management Corp

Employer identification number

20-4558149

**Part I Tax Return Information** (Whole dollars only)

<b>1</b>	Gross receipts or sales less returns and allowances (Form 1120S, line 1c)	<b>1</b>	8,242,936.
<b>2</b>	Gross profit (Form 1120S, line 3)	<b>2</b>	2,532,887.
<b>3</b>	Ordinary business income (loss) (Form 1120S, line 21)	<b>3</b>	317,092.
<b>4</b>	Net rental real estate income (loss) (Form 1120S, Schedule K, line 2)	<b>4</b>	
<b>5</b>	Income (loss) reconciliation (Form 1120S, Schedule K, line 18)	<b>5</b>	316,592.

**Part II Declaration and Signature Authorization of Officer** (Be sure to get a copy of the corporation's return)

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2018 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

**Officer's PIN: check one box only**

- ☒ I authorize LORI A. HORNBY, P.A. to enter my PIN 5 8 1 4 9 as my signature  
ERO firm name  
on the corporation's 2018 electronically filed income tax return.
- ☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2018 electronically filed income tax return.

Officer's signature \_\_\_\_\_ Date \_\_\_\_\_ Title President

**Part III Certification and Authentication****ERO's EFIN/PIN.** Enter your six-digit EFIN followed by your five-digit self-selected PIN.

5 0 4 7 3 1 6 0 4 5 5

Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112**, IRS e-file Application and Participation, and **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature \_\_\_\_\_ Date 04/29/2019

**ERO Must Retain This Form — See Instructions**  
**Don't Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see instructions.

Form **8879-S** (2018)

BAA

REV 01/26/19 PRO

Name as Shown on Return

Buccaneer Landscape Management Corp

Employer Identification No.

20-4558149

Total Amounts By Activity						
Activity	QBI Code V	Wages Code W	UBIA Code X	REIT Div Code Y	PTP Inc Code Z	SS TB
1120S Line 21	317,092.	3,537,536.	2,040,625.			
Totals . . . . .	317,092.	3,537,536.	2,040,625.	0.	0.	

Check box to opt out of including Sec 179 deduction in QBI . . . . ☐

spsw9907.SCR 02/12/19

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Name as Shown on Return  
Buccaneer Landscape Management Corp

Identifying No.  
20-4558149

## Dispositions Report for all Assets with Section 179 Expense Taken

► Keep for your records

Total Assets with Section 179 Expense Taken						
(a) Description	(b) Date acquired	(d) Gross sales price	(f) Cost or basis, plus improve- ments and expense of sale	(g) Depreciation allowed or allowable	(h) Amount of section 179 expense deduction taken	(i) Tax Year section 179 expense deduction taken
Check this Box if from a Casualty or theft	(c) Date sold	(e) Qualified Real Prop. With s 179		AMT Depreciation		
2017 GMC Yukon (0092)	12/28/16	46,000.	70,959.	37,135.	25,000.	2016
	12/07/18			37,135.		
Gravelly Mower	05/15/17	15,106.	15,568.	0.	15,568.	2017
	01/01/18			0.		

SPSW9401.SCR 12/03/18

**Section 1.263(a)-1(f)**

► Attach to your income tax return

Name(s) Shown on Return

Buccaneer Landscape Management Corp

Identification Number

20-4558149Tax Year: 2018**Section 1.263(a)-1(f)  
De Minimis Safe Harbor Election**

The taxpayer elects to make the de minimis safe harbor election under the Regulation 1.263(a)-1(f)

Name:

Buccaneer Landscape Management Corp

Address:

4195 62nd Ave N, Pinellas Park FL 33781

Identification Number:

20-4558149

fdi9801.SCR 09/25/18

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# 199A Worksheet by Activity

2018

► Keep for your records

Name as Shown on Return Buccaneer Landscape Management Corp	Employer Identification No. 20-4558149
--	---

Activity . . . . . 1120S Line 21

Check if activity is <b>NOT</b> a qualified trade/business . . <input type="checkbox"/>			
<b>1</b>	Qualified Business Income	<b>1 a</b>	317,092.
	Adjustments	<b>b</b>	
	Adjusted Qualified Business Income . . . . .	<b>1 c</b>	317,092.
<b>2 a</b>	Wages . . . . .	<b>2 a</b>	3,537,536.
<b>b</b>	Adjustments . . . . .	<b>b</b>	
<b>c</b>	Adjusted Wages . . . . .	<b>2 c</b>	3,537,536.
<b>3 a</b>	Unadjusted Basis Immediately after Acquisition. . . . .	<b>3 a</b>	2,040,625.
<b>b</b>	Adjustments . . . . .	<b>b</b>	
<b>c</b>	Adjusted UBIA . . . . .	<b>3 c</b>	2,040,625.
<b>4</b>	Specified Service Trade or Business? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

spsw9906.SCR 03/02/19

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## Additional information from your 2018 US Form 1120S: Income Tax Return for S Corp

### Form 1120S: S-Corporation Tax Return

#### Line 11

#### Itemization Statement

Description	Amount
Rent	186,412.
Storage Unit Rent	24,902.
<b>Total</b>	<b>211,314.</b>

### Form 1120S: S-Corporation Tax Return

#### Other Deductions

#### Continuation Statement

Description	Amount
Amortization	418.
Automobile and truck expense	396,397.
Bank charges	491.
Computer services and supplies	14,209.
Dues and subscriptions	10,957.
Equipment rent	48,323.
Insurance	307,825.
Legal and professional	38,640.
Meals (50%)	2,861.
Office expense	40,991.
Postage	10,224.
Supplies	8,070.
Telephone	17,656.
Tools	49,477.
Travel	28,616.
Uniforms	14,819.
Utilities	30,309.
Medical payments	515.
Education	210.
Property Damage	750.
Payroll processing	32,225.
Small fixed asset expense	22,116.
Software	190.
<b>Total</b>	<b>1,076,289.</b>

### Form 1120S: S-Corporation Tax Return

#### Sch K, Line 17d(I), Other Items and Amounts

#### Continuation Statement

Code	Description	Amount
V	Section 199A income	317,092.
W	Section 199A W-2 wages	3,537,536.
X	Section 199A unadjusted basis	2,040,625.



**Form 1120S: S-Corporation Tax Return**  
**Sch K, Line 17d(I), Other Items and Amounts**
**Continuation Statement**

Code	Description	Amount
<b>Total</b>		5,895,253.

**Form 1120S: S-Corporation Tax Return**  
**M-2 Line 5, Other Reductions**
**Continuation Statement**

Description	AAA Amount	OAA Amount
Charitable contributions	500.	
Meals and entertainment	2,861.	
Health Insurance	10,000.	
<b>Total</b>	13,361.	

**SMART WORKSHEET FOR: Form 1120S: S-Corporation Tax Return****Licenses****Itemization Statement**

Description	Amount
Business License	1,520.
Licenses & Taxes	6,957.
<b>Total</b>	<b>8,477.</b>

**Form 1125-A: Cost of Goods Sold**  
**Other Costs Statement**
**Continuation Statement**

Other Cost	Other Amount
Dump fees	58,064
Permits	285
Materials Costs	1,418
Outside Services	90
Subcontractors	1,642,463
<b>Total</b>	<b>1,702,320</b>

**Form 4562 (Form 1120S Services): Depreciation and Amortization**  
**Line 26 Additional Listed Property Statement**
**Continuation Statement**

(a) Type of property	(b) Svc Date	(c) Use %	(d) Cost basis	(e) Depr. Basis	(f) Rec. Period	(g) Method	(h) Depr. Deduc.	(i) Elected Section 179 Cost
2013 Vehicle Purchase	03/31/2013	100.00	32,792.	24,458.	5.00	200 DB-HY	1,409.	
2015 Vehicles	12/31/2015	100.00	211,040.	0.	5.00	200 DB-HY	0.	
2017 GMC Yukon (0092)	12/28/2016	100.00	70,959.	22,979.	5.00	200 DB-HY	2,206.	
2012 Ford Van Transit (9366)	12/28/2016	100.00	9,777.	0.	5.00	200 DB-HY	0.	
2015 Isuzu Truck (2754)	12/28/2016	100.00	51,091.	0.	5.00	200 DB-HY	0.	
2011 Chevy Colorado Truck	12/28/2016	100.00	7,975.	7,975.	5.00	200 DB-HY	1,531.	





**CAPITAL LAND  
MANAGEMENT**

**GROWING YOUR LIVING ASSETS**

**In PARTNERSHIP with  
HARRISON  
RANCH CDD**

**[WWW.CAPITALLAND.NET](http://WWW.CAPITALLAND.NET)**



# *about* **CAPITAL LAND MANAGEMENT**



Prior to their start of CLM, all of the owners worked for major green industry firms of increasing responsibility throughout Florida.

**JARRETT MYERS, CEO**, Co-Founder and Visionary of Capital Land Management. Jarrett holds an A.S. in CAD as well as many green industry certifications. As CEO, Jarrett provides the leadership and system integration to allow Capital Land Management to grow while ensuring our service is not compromised. "My goal is to continually challenge my team to not only meet, but exceed expectations. I challenge them to never settle for status quo, rather confront it and ultimately enhance our client's experience and the results our clients demand."



**STEVE BRUCE, CFO** was Past-President of the Florida Nursery Growers & Landscape Association Tampa Chapter and has been featured in 'In the Field' magazine. He is a Florida Certified Landscape Contractor and Florida Certified Arborist. Steve Bruce was a Regional Manager managing over \$7 million in landscape maintenance.



**JOSH BURTON, COO** is a veteran green industry leader specializing in large contract management projects. He has a Bachelor of Science in Horticulture Production from Florida Southern College. Josh was a successful landscape business owner for 7 years before merging with capital land management.



**P.J. PINEY, VP**, Director of Business Development, has an A.S. in Turf and Landscape Management and is a Certified pest control operator in the State of Florida. P.J. was a successful landscape account manager and pest control business owner before merging with Capital Land Management.





# *why should you choose* **CAPITAL LAND MANAGEMENT?**



Capital Land Management continues to grow rapidly as a leader in landscape maintenance in Central Florida. We serve Polk, Hillsborough, Pasco, Orange, and Osceola Counties.

Capital Land Management is owned and staffed by experienced, highly accredited veterans in the field of landscape maintenance. We managed large-scale multi-million dollar landscape operations in the state. Our extensive experience in large-scale landscape maintenance operations gives us an industry insider's perspective as to how local landscape maintenance companies work and how the entire service can be greatly improved at no increase cost to the consumer - homeowners and property managers.

## **DEDICATED TO SERVING YOU**

We are the fastest  
growing landscape  
maintenance  
company in Central  
Florida, offering  
both developers and  
property managers  
a better, more  
professional and  
complete service at a  
lower cost.

Email or call us, we'll be happy to do a thorough evaluation of your property and provide you with a FREE on-site consultation.







# MAINTENANCE



**CAPITAL LAND MANAGEMENT** is Florida's premier commercial lawn care and landscape management company. We fully understand the importance of making a good 'first impression'. In today's competitive marketplace, the choice of whom to do business with is often based on your first impression. CLM takes pride in our lawn care and landscape management services and will strive to leave a positive impression every time we are on your property.

**OUR TEAM OF PROFESSIONALS** are dedicated to providing you with the highest commercial lawn care and landscape management services at a competitive price. With more than 40 years of experience, we pride ourselves on continuously striving to identify and provide the extra detail in every service, thus guaranteeing your continued satisfaction. Our knowledgeable team understands that in today's real estate market, enhancing property values is dependent upon how well they are maintained. CLM can help your property achieve design integrity and asset appreciation.

**OUR COMMITMENT** is to provide you the best in lawn care and landscape management services throughout the central Florida area. Our customized service contracts will keep your property perfectly manicured and cultivated, and provide you with hassle-free, professional grounds and lawn care services. We will work closely with you to ensure that we are growing your living assets.



# IRRIGATION



Capital Land Management also services, repairs and installs residential and commercial Irrigation Systems.

We're highly experienced and we comply with all local city and county government and Southwest Florida Water Management District (Swiftmud) regulations and restrictions. This includes the installation of water savers, such as rain sensors and, soil moisture detection, and low volume irrigation.

We're one of the few professional Landscape Maintenance companies in Central Florida who is also properly licensed to service Irrigation Systems. This means we can save you money, because our landscape maintenance programs include servicing and inspecting your Irrigation System.

## **OUR ONCE-A-MONTH IRRIGATION CHECK-UPS INCLUDE:**

- Check timer program settings and reset as needed.
- Program your timer for new sod/landscaping needs and time changes.
- Test each zone for proper coverage.
- Clean and adjust sprinkler heads as well as inspect heads and nozzles for damage.
- Straighten heads as necessary.
- Check all control valves.
- Survey property for any leaks.
- Inspect pump station/water supply functions.
- Inspect all other mechanical systems for defects.
- Keep customer informed about innovative water saving technology.

If necessary, we can improve and upgrade your existing Irrigation System with the newest, most advanced technologies available. Plus, we also do design and installations.





# LANDSCAPE CONSTRUCTION *and design*



We can install any size landscape design project. From small residential landscape and irrigation needs to larger, more intricate and extensive landscapes, we do it all at an affordable price.

Our experienced landscape design team can design a more beautiful and sustainable landscape that requires less water and ongoing care. We design and install original landscapes and irrigation systems. Plus, we also do redesigns, upgrades and beautifications to existing landscapes.

Capital Land Management produces gorgeous landscapes that are well planned, lush and colorful. We use the right plants in the right places, taking in account precise soil pH, moisture and sun/shade temperature conditions. Plus, we help homeowners and property managers avoid costly mistakes beforehand. Best of all, our Landscape Design services cost substantially **LESS MONEY** than others in the business.



## 9 PRINCIPLES OF FLORIDA-FRIENDLY LANDSCAPING

- Right Plant, Right Place
- Water Efficiently
- Fertilize as Needed
- Maximize Mulch
- Attract Wildlife
- Control Pests Responsibly
- Recycle
- Reduce Storm Water Runoff
- Protect the Waterfront

At Capital Land Management, we adhere to the above 9 principles when designing your landscape.





# FERTILIZER & PEST MANAGEMENT



## LAWN TREATMENT PROGRAM

Capital Land Management offers a Lawn Treatment Program designed to build a stronger, healthier lawn that is able to withstand the harsh elements our Florida weather brings. We design each application according to the time of year and the current conditions of your lawn.

Our basic Lawn Treatment Program includes six treatments per year. This includes:

- Fertilizer with iron and other micro-nutrients
- Turf Damaging Insect Control
- Broadleaf Weed Control

If you ever have concerns about your lawn in between regularly scheduled treatments, we respond promptly and re-treat your lawn if necessary. We'll also make further recommendations to help you achieve the desired results.

Occasionally, your lawn may require additional applications that are not part of our basic program. We can provide additional assessments and estimates based on your lawn's needs. These problem areas include the following:

- Fungus
- Fire Ants
- Fleas & Ticks
- Sedge Grass
- pH Correction
- Round-up\* Applications

## TREE/PLANT/FLOWER CARE PROGRAM

Capital Land Management also offers a proven Plant Care Program designed to protect your living assets and enhance the appearance of your landscaping year-round. It includes between two to four treatments per year.

Our plant care treatments combine the use of slow release and quick-feed fertilizers specifically intended for shrubs and small trees. We also treat for insects and diseases that can harm your plants by using the latest systematic control products. Our treatments are designed only for plants and trees that actually need additional fertilization to survive.

At Capital Land Management, we don't believe in using one fertilizer for all plants. We use the proper fertilizers for the right plant. Knowing your plants is the first step. Certain plants need acidic type fertilizers, while others either need a slow release or fast release fertilizer with the proper micro-nutrients. Palms, in particular, require a big micro-nutrient package that differs from other plants.

Capital Land Management is also certified by Arborjet to treat trees and palms from insects, disease, and nutrient deficiency.

If you ever have concerns between your regularly scheduled treatments, we respond promptly and re-treat your shrubs and other plants if necessary.



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**Design-Build  
Maintenance  
Agronomics  
Irrigation**

Dade City

Lakeland

Orlando

Tampa

## **REFERENCES**

**Community:** Grasslands HOA **Lakeland, FL**  
**Contract Amount:** \$520,000  
**Point of Contact:** Diana Albritton, Extreme Management  
**Email:** [diana@hoaemt.com](mailto:diana@hoaemt.com)

Since 2013 we have managed Grasslands HOA which includes over one mile of Central Boulevard leading to six individual subdivisions comprising over 275 estate homes. Our site based team of 8 landscape professionals report daily to Grasslands and manage all mowing, turf and ornamental fertilization and pest control, as well as detail to all homes and common areas.

**Community:** Park Square Homes **Orange & Osceola County, FL**  
**Contract Amount:** \$1,200,000  
**Point of Contact:** Roy Hughes  
**Email:** [Rhughes@parksquarehomes.com](mailto:Rhughes@parksquarehomes.com)

Since 2015 we have provided full-service landscape maintenance of both resort style maintenance-free homeowner associations and traditional homeowner associations located in south Orlando. Each resort community boast over 200 homes and are actively being developed by Park Square Homes. Resort communities include Bella Vida, Sonoma, Veranda Palms, and Watersong Resort. Within the traditional homeowner associations we maintain the community's common areas and amenity centers.

**Community:** Taylor Morrison Homes **Hillsborough & Pasco County, FL**  
**Contract Amount:** \$600,000  
**Point of Contact:** Kiera Calhoun, Taylor Morrison  
**Email:** [kcalhoun@taylormorrison.com](mailto:kcalhoun@taylormorrison.com)

Since 2016 we have provide full service landscape maintenance to (10) homeowner's associations that are actively being developed in the Tampa region. In some of the communities we maintain only common areas, however, the communities that are sold as maintenance-free, we maintain both commons and individual homes.





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**Community:** High Vista at Ridgewood Lakes Davenport, FL  
**Contract Amount:** \$271,000  
**Point of Contact:** Dennis Wyrobeck, Board President  
**Email:** [wyrobeck1@gmail.com](mailto:wyrobeck1@gmail.com)

Since 2017 we have provided full service landscape maintenance to the amenity areas and mowing services to the 623 resident owners of High Vista. In addition to weekly mowing services that are accomplished in a period of 2 days, we provide daily porter services to the amenity areas Sunday thru Saturday.

**Community:** Channing Park CDD Lithia, FL  
**Contract Amount:** \$155,000  
**Point of Contact:** Rachel Welborn, Rizzetta & Co.  
**Email:** [rwelborn@rizzetta.com](mailto:rwelborn@rizzetta.com)

Since 2016 we have provided full service landscape maintenance to the common area roadways, amenity areas and the HOA, known as The Enclave located within Channing Park CDD. Our professional staff of 6 report on a weekly basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 400 acre community. In addition, we also design and install all requested landscape renovations, change-out annuals on a quarterly basis and install mulch annually.

**Community:** Fishhawk CDD I Lithia, FL  
**Contract Amount:** \$230,000  
**Point of Contact:** John Toberg, Rizzetta & Co.  
**Email:** [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com)

Since 2017 we have provided full service landscape maintenance to the common area roadways, amenity areas, schools, and individual HOA's located within the Fishhawk CDD I. Our professional staff of 6 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 400 acre community. In addition to maintaining over 10 miles of trails, we also design and install all requested landscape renovations, change-out over 10,000 annuals and install over 1000 yards of mulch per year.



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**Community:** Fishhawk CDD II Lithia, FL  
**Contract Amount:** \$350,000  
**Point of Contact:** John Toberg, Rizzetta & Co.  
**Email:** [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com)

Since 2017 we have provided full service landscape maintenance to the common area roadways, amenity areas, schools, and individual HOA's located within the Fishhawk CDD II. Our professional staff of 8 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 1000 acre community. In addition to maintaining over 16 miles of trails, we also design and install all requested landscape renovations, change-out over 32,000 annuals and install over 1500 yards of mulch per year.

**Community:** Harbour Isles CDD Riverview, FL  
**Contract Amount:** \$101,000  
**Point of Contact:** Grant Phillips, Rizzetta & Co.  
**Email:** [gphillips@rizzetta.com](mailto:gphillips@rizzetta.com)

Since 2018 we have provided full service landscape maintenance to the common area roadways, amenity areas located within Harbour Isles CDD. Our professional staff of 5 report on a weekly basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 300 acre community. In addition, we also design and install all requested landscape renovations, change-out annuals on a quarterly basis and install mulch annually.

**Community:** Connerton West CDD Land o Lakes, FL  
**Contract Amount:** \$320,000  
**Point of Contact:** Grant Phillips, Rizzetta & Co.  
**Email:** [gphillips@rizzetta.com](mailto:gphillips@rizzetta.com)

Since 2018 we have provided full service landscape maintenance to the common area roadways, amenity areas located within Connerton West CDD. Our professional staff of 4 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 700 acre community. In addition, we also design and install all requested landscape renovations, change-out over 20,000 annuals and install 2000 yards mulch annually.



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**Community:** Celebration CDD  
**Contract Amount:** \$987,000  
**Point of Contact:** Russell Simmons, Inframark  
**Email:** [Russ.Simmons@inframark.com](mailto:Russ.Simmons@inframark.com)

Since 2019 we have provided full service landscape maintenance to the common area roadways, amenity areas, and downtown village located within Celebration CDD. Our professional staff of 15 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 1500 acre community. In addition, to maintaining over 20 miles of trails, we also design and install all requested landscape renovations, change-out over 8,800 annuals and install 18,000 bales of pine straw annually.

**PROJECT MANUAL**

**FOR**

**LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT Manatee County, Florida**

Notice is hereby given that the Harrison Ranch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available beginning **September 23, 2019 at 12:00 p.m.** through **Friday, September 27, 2019, 5:00 p.m.** The Project Manual may be purchased from the offices of Rizzetta & Co., Inc. located at 12750 Citrus Park Lane, Ste. 115, Tampa, FL 33625. Cost of the Project Manual is \$100. Checks should be made payable to Rizzetta & Co., Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

The mandatory pre-proposal meeting will be held on **September 26, 2019, at 10:00 a.m. (EST)**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. All Proposers are required to purchase the Project Manual. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit proposals no later than **October 18, 2019 at 10:00 a.m. (EST)** at Rizzetta & Company, Inc., 12750 Citrus Park Lane, Ste. 115, Tampa, Florida 33625, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its proposal. 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 received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within seventy-two (72) hours after the day of the pre-proposal meeting. 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 with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager at 9428 Camden Field Parkway, Riverview, Florida 33578.

The Board will evaluate the proposals at a public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed **in writing by e-mail**

**only** to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com) with a copy to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com) and Lauren Gentry at [laureng@hgsllaw.com](mailto:laureng@hgsllaw.com) no later than **Wednesday, October 2, 2019, 4:00 p.m.**

#### NOTICE OF SPECIAL MEETINGS

Unless certain circumstances exist where a public opening is unwarranted, all proposals will be publicly opened at a special meeting of the District to be held at **10:00 a.m. (EST), October 18, 2019**, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. The Board will evaluate the proposals at a special public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. A copy of the agenda for either meeting can be obtained from the District Office at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 or by phone at 813-933-5571.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above locations will be present a speaker telephone so that any Board Supervisor or staff member can attend the meetings and be fully informed of the discussions taking place either in person or by telephone communication. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations to participate in the meetings is asked to advise the District Office at (813) 933-5571, at least 48 hours before either 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 Office.

Harrison Ranch Community Development District  
Justin Croom, District Manager

## HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

### Landscape & Irrigation Maintenance Services Manatee County, Florida

#### INSTRUCTIONS TO PROPOSERS

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer**”) no later than October 18, 2019 at 12:00 p.m. at the offices of Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
September 20, 2019	RFP Notice is issued.
September 23, 2019	RFP package available for purchase.
September 20, 2019 to October 18, 2019	Site inspections available. <i>Please contact Justin Croom at <a href="mailto:jcroom@rizzetta.com">jcroom@rizzetta.com</a> and John Toborg at <a href="mailto:jtoborg@rizzetta.com">jtoborg@rizzetta.com</a>, to schedule a time to visit the site.</i>
September 26, 2019 at 10:00 a.m.	Pre-proposal meeting.
October 2, 2019 at 12:00 p.m.	Deadline for questions.
October 18, 2019 at 10:00 a.m.	Proposals submittal deadline.

3. **MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at **10:00 a.m. on September 26, 2019**, located at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

4. **SIGNATURE ON PROPOSAL.** Each 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 authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and

location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof.

The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

**7. 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.

**8. PROJECT MANUAL.** The “Project Manual” and any addenda thereto, will be available on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). Proposers shall download a Project Manual prior to the mandatory pre-proposal meeting.

**9. 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.

**10. 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.

**11. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com), John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com), and Lauren Gentry at [laureng@hgslaw.com](mailto:laureng@hgslaw.com). Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **October 2, 2019 at 12:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail and posted on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). 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.

**12. SUBMISSION OF PROPOSAL.** Submit one (1) original, seven (7) hard copies & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Harrison Ranch Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**13. 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.

**14. 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 Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**15. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).



- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

**16. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that 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.

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

**18. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**19. 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 Project Manual. 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 and 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.

**20. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the mandatory pre-proposal meeting. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead in the Board’s discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**21. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor’s negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

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

**23. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

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

**24. 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.

**25. BLACK-OUT PERIOD/CONE OF SILENCE.** The black-out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized

herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**26. 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.

**27. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**28. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to 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.

**29. PROTESTS.** Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory pre-proposal meeting, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Harrison Ranch Community Development District, c/o: Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, ATTN: John Toborg and Justin Croom, District Manager**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest

relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Twenty Thousand Dollars (\$20,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
Request for Proposals – Landscape and Irrigation Maintenance Services**

**EVALUATION CRITERIA**

**1. Personnel & Equipment (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following criteria: 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; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

**2. Experience (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

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

This category addresses the following issues: 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 pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

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

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.



**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.\*

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

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

**Proposer's Total Score** (100 Points Possible) (\_\_\_\_ Points Awarded)

**END**

\* Example: 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

**AFFIDAVIT REGARDING PROPOSAL**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

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

\_\_\_\_\_.

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

- *Proposer General Information:*

Proposer Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Parent Company Name (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

- *Company Standing:*

Proposer's Corporate Form: \_\_\_\_\_  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? \_\_\_\_\_ Date \_\_\_\_\_

Is the Proposer in good standing with that State? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes \_\_\_ No \_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

\_\_\_\_\_ Supervisors, who will be onsite \_\_\_\_ days per week;  
\_\_\_\_\_ Technical personnel, who will be onsite \_\_\_\_ days per \_\_\_\_; and  
\_\_\_\_\_ Laborers, who will be onsite \_\_\_\_ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes \_\_\_\_ No \_\_\_\_ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: \_\_\_\_\_

Position / Certifications: \_\_\_\_\_

Duties / Responsibilities: \_\_\_\_\_

% of Time to Be Dedicated to This Project: \_\_\_\_\_ %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Duties / Responsibilities: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes \_\_\_ No \_\_\_ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

## OFFICERS

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE



**COMPANY-OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?      Yes*  
*\_\_\_\_\_ No \_\_\_\_\_ If yes, please provide the following information for each project (attach*  
*additional sheets if necessary):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *List the Proposer's total annual dollar value of landscape and irrigation services work*  
*completed for each of the last three (3) years:*

2018 = \_\_\_\_\_

2017 = \_\_\_\_\_

2016 = \_\_\_\_\_

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project #1 Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List of equipment used on site: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List of subcontractors used: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes \_\_\_ No \_\_\_

Duration of contract: \_\_\_\_\_

- *(Information regarding similar projects – continued)*

Project #2 Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of equipment used on site: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List of subcontractors used: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes \_\_\_ No \_\_\_

Duration of contract: \_\_\_\_\_

- *(Information regarding similar projects – continued)*

Project #3 Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of equipment used on site: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List of subcontractors used: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes \_\_\_ No \_\_\_

Duration of contract: \_\_\_\_\_



- *(Information regarding similar projects – continued)*

Project #4 Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List of equipment used on site: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List of subcontractors used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is this a current contract? Yes \_\_\_\_ No \_\_\_\_

Duration of contract: \_\_\_\_\_

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes \_\_\_\_\_ No \_\_\_\_\_ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes \_\_\_ No \_\_\_*

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? \_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes \_\_\_ No \_\_\_

If yes, please describe each incident \_\_\_\_\_

\_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes \_\_\_ No \_\_\_ If yes, please provide:*

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No ( ) If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No ( ) If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No ( ) If yes, please explain:*

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## PROPOSAL FORM PART IV -- PRICING

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

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

### **PART 1**

**General Landscape Maintenance** \$ \_\_\_\_\_ Yr

#### **Optional Service Pricing:\***

- **Storm Cleanup** \$\_\_\_\_\_/hr
- **Freeze Protection** (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$\_\_\_\_\_/application event (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event**)
- **Hand Watering**  
 \$\_\_\_\_\_/hr for employee with hand-held hose  
 \$\_\_\_\_\_/hr for water truck/tanker

**\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	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.

**OTC Injections** (All labor and materials) \$ \_\_\_\_\_ / Yr (based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch** \$ \_\_\_\_\_/Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 1,980 (4") annuals four (4) times per year **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

\$ \_\_\_\_\_/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**



# **PROPOSAL FORM** **PART IV -- PRICING**

**NOTE:** This pricing form is intended to cover pricing for the FIRST ANNUAL RENEWAL if there is a change in pricing.

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

## **PART 1**

**General Landscape Maintenance**

**\$ \_\_\_\_\_ Yr**

### **Optional Service Pricing:\***

- **Storm Cleanup** \$\_\_\_\_\_/hr
- **Freeze Protection** (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$\_\_\_\_\_/application event (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event**)
- **Hand Watering**  
 \$\_\_\_\_\_/hr for employee with hand-held hose  
 \$\_\_\_\_\_/hr for water truck/tanker

**\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	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.

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

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

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

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

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For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ \_\_\_\_\_/Yr  
(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 1,980 (4") annuals four (4) times per year **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

\$ \_\_\_\_\_/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**



## PROPOSAL FORM PART IV -- PRICING

**NOTE:** This pricing form is intended to cover pricing for the SECOND ANNUAL RENEWAL if there is a change in pricing.

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

### PART 1

**General Landscape Maintenance**

\$ \_\_\_\_\_ Yr

#### Optional Service Pricing:\*

- Storm Cleanup \$\_\_\_\_\_/hr
- Freeze Protection (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$\_\_\_\_\_/application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- Hand Watering  
 \$\_\_\_\_\_/hr for employee with hand-held hose  
 \$\_\_\_\_\_/hr for water truck/tanker

**\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crapejas, Loropetalum, Knockout Roses, etc.)	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.

**OTC Injections** (All labor and materials) \$ \_\_\_\_\_ / Yr (based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch** \$ \_\_\_\_\_/Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 1,980 (4") annuals four (4) times per year **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

\$ \_\_\_\_\_/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

## PROPOSAL FORM PART IV -- PRICING

**NOTE:** This pricing form is intended to cover pricing for the THIRD ANNUAL RENEWAL if there is a change in pricing.

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

### PART 1

**General Landscape Maintenance**

\$ \_\_\_\_\_ Yr

#### Optional Service Pricing:\*

- Storm Cleanup \$\_\_\_\_\_/hr
- Freeze Protection (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_/application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- Hand Watering  
 \$\_\_\_\_\_/hr for employee with hand-held hose  
 \$\_\_\_\_\_/hr for water truck/tanker

**\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*



BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crape, Loropetalum, Knockout Roses, etc.)	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.

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(OTC injections per specs - **do not include in Grand Total**)

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

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(*This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.*)

#### **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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\$ \_\_\_\_\_/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

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\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
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THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- |    |   |                  |
|----|---|------------------|
| A. | Mowers w/operator                                 | \$ _____ Hour    |
| B. | Bush-Hog w/operator                               | \$ _____ Hour    |
| C. | Tractor w/operator                                | \$ _____ Hour    |
| D. | Supervisor with Transportation                    | \$ _____ Hour    |
| E. | Laborer with hand equipment                       | \$ _____ Hour    |
| F. | Truck w/driver                                    | \$ _____ Hour    |
| G. | Irrigation Tech                                   | \$ _____ Hour    |
| H. | Granular Pesticide Applicator                     |                  |
|    | Person with Drop Spreader                         | \$ _____ Hour    |
| I. | Liquid Pesticide Applicator                       |                  |
|    | Person with Spray Truck                           | \$ _____ Hour    |
| J. | Granular Fertilizer Applicator                    |                  |
|    | Person with Drop Applicator                       | \$ _____ Hour    |
| K. | Liquid Fertilizer Applicator                      |                  |
|    | Person with Spray Truck                           | \$ _____ Hour    |
| L. | Granular Weed Control Applicator                  |                  |
|    | Person with Drop Applicator                       | \$ _____ Hour    |
| M. | Liquid Weed Control Applicator                    |                  |
|    | Person with Spray Truck                           | \$ _____ Hour    |
| N. | Laborer for Additional Trash Pick-Up              | \$ _____ Hour    |
| O. | Lump Sum Mowing <sup>(2)</sup> , entire community | \$ _____ Per Mow |

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<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

B. Debris removal equipment unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

C. Other emergency/disaster related unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of \_\_\_\_\_ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_  
("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Proposer's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Proposer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is \_\_\_\_\_  
\_\_\_\_\_
4. Proposer’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**Harrison Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578 (“**District**”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (“**Contractor**,” and collectively with the District, “**Parties**”).

**RECITALS**

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

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

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a “**Project Manual**,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, “**Work**”). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the

District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

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 shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This

authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager (currently Justin Croom) and Field Services Manager (currently John Toborg), both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 19 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin November 18, 2019 and end November 17, 2020 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per year, in monthly amounts of

\_\_\_\_\_ (\$\_\_\_\_\_). Such compensation covers only the items specified in Parts 1, 2, 3 & 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to

Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

## **8. INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** 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.
  - ii. **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.
  - iii. **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.
  - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. 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.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. 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.
- g. 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.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. 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.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that



any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 Agreement 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.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**12. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the

District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

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

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms (“**Requisitions**”) for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this

Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

27. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to the District:** Harrison Ranch Community Development District  
9428 Camden Field Parkway  
Riverview, Florida 33578  
Attn: Justin Croom

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jere Earlywine

**B. If to Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

29. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

31. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon

request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

32. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

34. **COUNTERPARTS.** 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



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

**ATTEST:**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
☐ Secretary  
☐ Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
☐ Chairperson  
☐ Vice Chairperson

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

- Exhibit A:   Scope of Services**
- Exhibit B:   Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C:   Other Forms**
- Exhibit D:   Maintenance Map**

**EXHIBIT “A”  
SCOPE OF SERVICES**

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. This is to re-introduce nutrients in the clippings back into the soil system. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than 24 hours and then re-distributed across the lawn. Mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must travel in a counter-clockwise direction. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Contractor shall maintain a mowing strip adjacent to both sides of the shell hiking trail equal to a standard riding mower width (3’-4’) where possible. Additionally, all lateral and overhead encroachment (vines, limbs, palm fronds, tree branches, dead, fallen limbs, etc.) shall be cut back and removed from all trails. Up to a height of 9’ shall be kept clear above trails. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Harrison Ranch Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures (including rip-rap areas) shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in

flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. With the exception of the shell hiking trail, **Chemical edging shall not be permitted anywhere on property.** However, sprayed material must be hand-removed once it is dead.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

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

all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. If mosses are remaining from previous contract, the removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

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

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS, LAKE BANKS OR CDD-MAINTAINED TRACTS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

- 4) **WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre

& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.** **NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

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

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

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Hurricane blowers are not to be used in areas that will blow the mulch away from the pavement edge, be it sidewalk or curb & gutter. If this occurs, Contractor will be required to either replace the mulch or rake mulch from under the plant crowns and back into the area it was intended. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**



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

## PART 2

### **FERTILIZATION**

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

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

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

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

#### **All Bahia Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

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

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

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

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

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

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

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

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

#### **PALM FERTILIZATION:**

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

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

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### PEST CONTROL

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

**Insects and Disease Control for Trees, Palms and Plants** Contractor is responsible for diagnosis and treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known cure exists, such as Ganoderma, Lethal Yellowing, Lethal Bronzing (f.k.a. TPPD) and Fusarium Wilt, etc. Contractor will be responsible for the diagnosis and treatment of preventable afflictions. Although not a cure and without a 100% effectiveness guarantee, there is a preventative treatment for Lethal Bronzing & Lethal Yellowing; OTC injections. At the CDD’s discretion, an inoculation program may be initiated with the maintenance contractor. The cost of these inoculations should be included as a separate line item in your Pest Control price but not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s), quantity of injection to be determined by the Contractor based on the size of the palm. Each trunk of each multi-trunk Reclinata Palm shall receive an injection. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

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

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

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

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

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

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as “CDD Owned & Maintained Lands” on the Maintenance Exhibit. These areas are indicated with a pink color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include pond banks or CDD-maintained tracts adjacent to or behind the residential properties or between ponds and conservation areas.

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

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

## PART 4

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

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 2,200 zones, 22 controllers, 2 pump stations & 1 well).

These inspections shall include:

#### A. Irrigation Controllers

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

#### B. Water Sources

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

#### C. Irrigation Systems

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

#### D. Report

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

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs,



groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

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

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

## PART 5

### **INSTALLATION OF MULCH**

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

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

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Any mulch blown away from sidewalk edges or curb lines, shall be brought back to its original location. This is specifically for, but not limited to, the use of Hurricane Blowers. However, standard blowers can cause the same effect.

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

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

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

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

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **One Thousand Nine Hundred and Eighty. (1,980)** annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec., Mar., June, and Sep.)

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

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

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

[END OF SECTION]

**EXHIBIT “B”**  
**PRICING PROPOSAL (PART IV OF PROPOSAL FORM)**

**EXHIBIT “C”  
OTHER FORMS**

## WEEKLY WORK JOURNAL

*This form (or a similar form) must be filled out at the end of each daily visit and turned in to the clubhouse office.*

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**IRRIGATION REPAIR REQUEST FORM**

**DATE:**\_\_\_\_\_

**DAMAGE:**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IRRIGATION TECHNICIAN'S NAME:**\_\_\_\_\_

**REPRESENTATIVE NAME:**\_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**EXHIBIT “D”  
MAINTENANCE MAP**



CAPILAN-01

JFAVA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2018

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

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

<b>PRODUCER</b> ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS: certs@associatesins.com		
<b>INSURED</b>  Capital Land Management Corporation 9830 Yawn Road Dade City, FL 33525		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Southern Owners Insurance Co		10190
		INSURER B : Old Dominion Insurance Co.		40231
		INSURER C : Bridgefield Casualty Insurance Company		10335
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			20054078	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<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			B1P3377K 00	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
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 type="checkbox"/> RETENTION \$			5205407800	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	196-47409	12/29/2018	12/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

FOR BIDDING PURPOSES

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **Six Thousand Nine Hundred Forty-Three (6,943)** annuals in 4" pots two (2) times per year in designated areas (during the fall & winter rotations – September through November & December through February, respectively) and Two Thousand One Hundred Thirty-Three (2,133) perennials in 6" pots one (1) time per year for a six-month rotation (spring through summer – March through August). Contractor shall maintain flowers to ensure a healthy appearance. The Contractor will have the type of flowers to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve flower choice(s). Plants shall be hand watered at the time of installation. The Contractor will remove dead or dying plants before the appearance of such plants could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three or six months. (Dec., Mar., June, and Sep.)

Flower installation price shall include the removal of all dead plants prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any plants that die, fail to thrive or is damaged by insects/disease **up to within two weeks of the next rotation**. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all flower beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All flower beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" & 6" plants as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

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

[END OF SECTION]

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch      \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation



And:

Contractor shall install 2,133 (6”) perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$\_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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#### **PART 6**

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Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

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**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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\$ \_\_\_\_\_/rotation

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\$ \_\_\_\_\_/rotation



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**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**



10/18/19

Dear Harrison Ranch CDD:

We would like to thank you for the opportunity to bid the landscape maintenance for Harrison Ranch 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 insure 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.

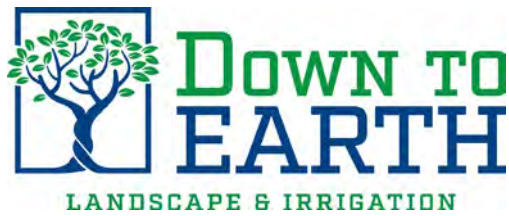
We take great care to ensure that your property will be maintained to the high standards that you expect. To achieve this, we have proposed a specifically tailored plan to ensure you get the best services available. Below, we have outlined a few innovative processes in which we feel will help make the transition and quality control at Harrison Ranch CDD works 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 52 weeks a year. Please also see our maintenance schedule plan for Harrison Ranch 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 Harrison Ranch CDD.
2. **Reports**-We feel we are a little different than our competition in providing a proactive approach to maintenance services. We will provide Harrison Ranch CDD a customized schedule of services for all 52 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. **IssueTrak 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 IssueTrak. 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 Harrison Ranch 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 Harrison Ranch CDD. We thank you for your consideration and look forward to working with you!!

A handwritten signature in blue ink, appearing to read "Mosler", is written over a light blue horizontal line.

Respectfully,  
Michael Mosler II  
President  
321-239-4005  
[mmosler@down2earthinc.com](mailto:mmosler@down2earthinc.com)



## Down To Earth Company Credentials

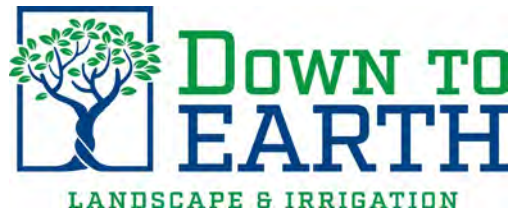
*Corporate Headquarters  
2701 Maitland Center Parkway  
Maitland, Florida 32751*

- **Total Revenue**
  - Projected \*2019 – \$120+ 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
  - Melbourne, Florida
- **1400+ Employees**
  - Certified State Licensed Irrigation Contractor
  - Certified State Licensed General Contractor
  - Certified Golf Course Superintendents
  - Certified State Licensed Pest Control Operators
  - Certified RainBird 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
  -



## Down To Earth Organization

<b>Michael Mosler II</b>	<b>President</b> – Oversee the entire Down To Earth team throughout the state of Florida.
<b>JC Nowotny</b>	<b>Asst. Director of Operations</b> – Direct support administratively and operationally for the DTE Team throughout the state of Florida.
<b>Leah Cottrell</b>	<b>Administrative Support</b> – Direct support for all invoicing and billing questions or issues.
<b>Kyle Nursey</b>	<b>Business Development</b> – Oversee the Estimating Department and Contracts for the DTE Team throughout the state of Florida.
<b>Buddy Tate</b>	<b>North Florida Operations Manager</b> – Direct operations support for the North Florida DTE team.
<b>Justin Martinjak</b>	<b>Central Florida Operations Manager</b> – Direct Operations support for the Central Florida DTE team.
<b>Chris Marquess</b>	<b>Central Florida Operations Manager</b> – Direct Operations support for the Central Florida DTE team.
<b>Ronnie Hughes</b>	<b>Central Florida Operations Manager</b> – Direct Operations support for the Central Florida DTE team.
<b>Chris Skersick</b>	<b>Central Florida Operations Manager</b> – Direct Operations support for the Central Florida DTE team.
<b>Travis Anderson</b>	<b>Melbourne Operations Manager</b> - Direct operations support for the Melbourne DTE team.
<b>Bruce Warsaw</b>	<b>The Villages Operations Manager</b> – Direct Operations support for The Village’s DTE team.
<b>John Amarosa</b>	<b>Southwest Florida Operations Manager</b> – Direct operations support for the South West DTE team.
<b>Pedro Zamudio</b>	<b>Southwest Florida Operations Manager</b> – Direct operations support for the South West DTE team.
<b>Shane Parrish</b>	<b>Irrigation Operations Manager</b> – Oversees all irrigation technician’s inspections, repairs, and reports.
<b>Mark Singleton</b>	<b>IPM Operations Manager</b> – Manage all technicians and coordinate all fertilizer and pest control operations for DTE.
<b>John English</b>	<b>The Village’s Construction Manager</b> – Oversee all construction and installation work for The Village’s.
<b>Troy Tomes</b>	<b>Central Florida Construction Manager</b> – Oversee all construction and installation work for Central Florida.
<b>Kris Chambrot</b>	<b>Director of Golf Operations</b> – Oversee all golf course 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**

SCC131151493 ISSUED: 06/18/2014

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

IS CERTIFIED under the provisions of Ch.489 FS.

Expiration date: AUG 31, 2020

L1405180001551

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

Date	File No.	Expires
<b>July 14, 2015</b>	<b>JF9270</b>	<b>June 1, 2020</b>

THE **CERTIFIED PEST CONTROL OPERATOR** NAMED BELOW HAS  
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR  
THE PERIOD EXPIRING: **June 1, 2019**

**BRUCE WARSAW  
900 BISHOP DRIVE  
ALTAMONTE SPRINGS, FL 32701**

**Lawn and Ornamental**

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

Date	File No.	Expires
<b>January 2, 2015</b>	<b>LF227987</b>	<b>December 31, 2019</b>

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER**  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **December 31, 2019**

**BRUCE WARSAW  
900 BISHOP DRIVE  
ALTAMONTE SPRINGS, FL 32701**

**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**

**RONALD H. HUGHES  
DOWN TO EARTH LAWN CARE II, INC.**

Date	Cert. Number	Expires
<b>July 28, 2005</b>	<b>FL-6761A</b>	<b>December 31, 2019</b>

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

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service		<b>Request for Taxpayer Identification Number and Certification</b>		<b>Give Form to the requester. Do not send to the IRS.</b>	
<b>Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>					
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SSS Down to Earth OPCO LLC</b>					
2 Business name/disregarded entity name, if different from above <b>Down to Earth</b>					
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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 type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) <b>P</b> <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) <b>▶</b>					
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>(Applicable to accounts maintained outside the U.S.)</small>					
5 Address (number, street, and apt. or suite no.) See instructions. <b>7887 Safeguard Circle</b>					
6 City, state, and ZIP code. <b>Valley View, OH 44125</b>					
7 List account number(s) here (optional)					
<b>Part I Taxpayer Identification Number (TIN)</b>					
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. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>					
Social security number [ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ] [ ] or Employer identification number [ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] <b>3 8 - 4 0 0 6 3 3 8</b>					
<b>Part II Certification</b>					
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.					
<b>Certification instructions.</b> 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.					
<b>Sign Here</b> Signature of U.S. person <b>▶</b> Date <b>▶</b>					
<b>General Instructions</b>					
Section references are to the Internal Revenue Code unless otherwise noted.					
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .					
<b>Purpose of Form</b>					
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 <i>What is backup withholding</i> , later.					





# Down To Earth Certificate of Liability

<b>ACORD™</b> Client#: 75192 <b>CERTIFICATE OF LIABILITY INSURANCE</b>	SCGPA DATE (MM/DD/YYYY) <b>8/29/2019</b>																																									
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).																																										
<b>PRODUCER</b> Gulfshore Insurance - SWFL 4100 Goodlette Road N Naples, FL 34103 239 261-3646	<b>CONTACT NAME:</b> Karla Castro <b>PHONE (A/C, No, Ext):</b> 239 263-4527 <b>FAX (A/C, No):</b> 239 213-2803 <b>E-MAIL ADDRESS:</b> kcastro@gulfshoreinsurance.com <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:30%;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</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 : Cincinnati Insurance Company	10677	INSURER B : Federal Insurance Company	20281	INSURER C :		INSURER D :		INSURER E :		INSURER F :																												
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## Down To Earth Workers' Compensation Form

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/1/2019			
<p>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.</p> <p>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).</p>							
<b>PRODUCER</b> Libertate Insurance Services, LLC 707 East Washington Street Orlando, FL 32801  www.libertateins.com		<b>CONTACT</b> Certificate Department <b>PHONE</b> (A/C No. Ext): 281-277-3006 <b>FAX</b> (A/C No.): <b>E-MAIL</b> ADDRESS: coi.request@sespeo.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Imperium Insurance Company 35408 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
<b>INSURED</b> Employer HR Synergies, LLC 4800 Sugar Grove Blvd. Suite 625 Stafford TX 77477							
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> 47324243 <b>REVISION NUMBER:</b>							
<p>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.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VOID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	IAUS0000977801	3/1/2019	3/1/2020	<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
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage provided in all states, except in monopolistic states, for all leased employees but not subcontractors of: SSS Down To Earth OPCO, LLC. Client ID: Effective							
<b>CERTIFICATE HOLDER</b>  PROOF OF COVERAGE ONLY: SSS OPCO I, LLC SSS OPCO II, LLC SSS TWIN RIVERS OPCO, LLC SSS PLANTATION OPCO, LLC				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Paul R. Hughes			



## Landscape Maintenance Projects and Reference

### The Villages Community Development District

1894 Laurel Manor Dr.  
The Villages, FL 32162  
John Olters-352-266-1483  
[mail@mpala.net](mailto: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](mailto: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.

### Orange Lake Resort/Holiday Inn Club

8505 W. Irlo Bronson Memorial Hwy  
Kissimmee, FL 34747  
Don Rausch – 407-905-5826  
[Drausch@orangelake.com](mailto:Drausch@orangelake.com)

Time: 15+ years  
Value: \$2,500,000.00  
We have performed all landscape installation and design build projects since the inception of Orange Lake. Along with landscape installation work for over 15 years, we also continue to provide landscape maintenance services for common areas, roadways, villas, and clubhouse.

### Village Walk at Lake Nona

HOA President  
8524 Insular Lane,  
Orlando, Florida 32827  
Tom Rose – 740-525-0913  
[vwlnpresident@gmail.com](mailto: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](mailto: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 Icon Management  
Mick Toscano – 858-351-8069  
[MToscano@TheIconTeam.com](mailto:MToscano@TheIconTeam.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.

### Southshore Falls

5815 Sunset Falls Dr.,  
Apollo Beach, Florida 33572  
C/O Castle Group  
Donna Weber – 813-641-3616  
[Dweber@castlegroup.com](mailto:Dweber@castlegroup.com)

Time: March, 2015 - Present  
Value: \$1,000,000.00  
We offer full service landscape maintenance, irrigation, fertilization & pest control of the master association and all subdivision of 850+ homes.

### Stoneybrook South/ChampionsGate

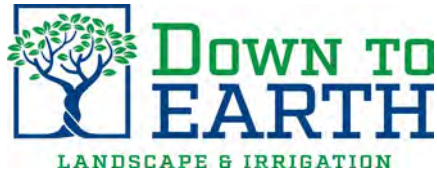
1403 Moon Valley Drive  
ChampionsGate, Florida 33896  
C/O Icon Management  
Mick Toscano – 858-351-8069  
[MToscano@TheIconTeam.com](mailto:MToscano@TheIconTeam.com)

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.

### Independence HOA

14123 Pleach Street, Winter Garden, Florida 34787  
C/O First Service Residential  
Kristina Morant- 407-654-7479  
[Kristina.Morant@FRSresidential.com](mailto:Kristina.Morant@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.



## **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*

### Windsor at Westside Community Development District

*Orlando, Florida*

### Shingle Creek Community Development District

*Orlando, Florida*

### Stoneybrook South Community Development District

*Kissimmee, Florida*

### Sawgrass Bay Community Development District

*Clermont, Florida*

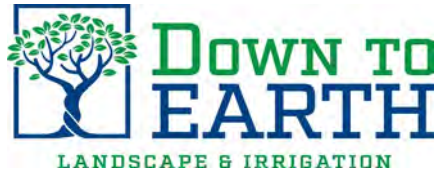
### Highlands Community Development District

*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*

Harrison Ranch Community Development District

*Parrish, Florida*

Seven Oaks Community Development District

*Wesley Chapel, Florida*

Estancia at Wiregrass Community Development District

*Wesley Chapel, Florida*

Country Walk Community Development District

*Wesley Chapel, Florida*

Cordoba Ranch Community Development District

*Lutz, Florida*

Asturia Community Development District

*Odessa, Florida*

Cory Lake Community Development District

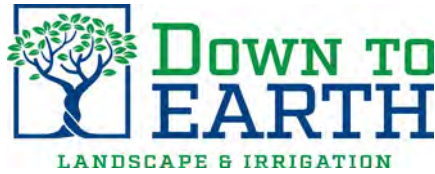
*Tampa, Florida*

Pine Ridge Community Development District

*Middleburg, Florida*

Durbin Crossings Community Development District

*Orange Park, 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.

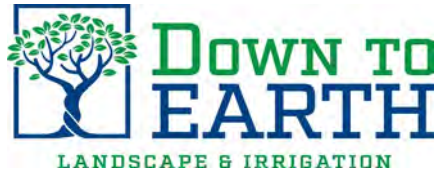
### **Tree Pruning**

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 insure 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**

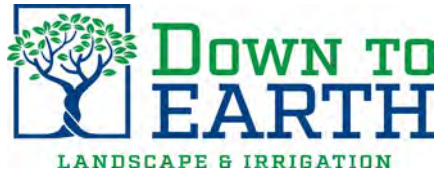
The Annual Flower tends to become the focal point of the landscape when present in a community. With this being the case, it is one of Down to Earth's first priorities to make sure that the Annual Flower remain in a quality condition so that it enhances the beauty of the landscape for residents. If required, 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 insure 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

Dear Harrison Ranch CDD:

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 "Mosler", is written over a light blue grid background.

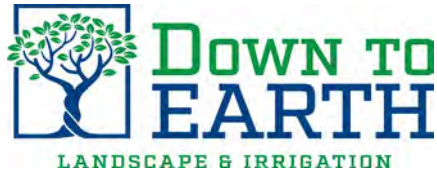
Michael Mosler II  
President

Work - (352) 385-7227

Cell - (321) 239-4005

[mmosler@down2earthinc.com](mailto:mmosler@down2earthinc.com)

[www.down2earthinc.com](http://www.down2earthinc.com)

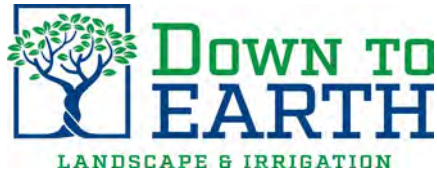


## Safety/Training Program & Traffic Control

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

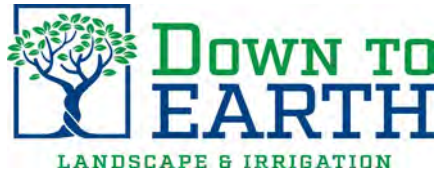
- Report an injury to your employer/supervisor immediately.
- Report any observed unsafe condition to your employer/supervisor.
- Horseplay is prohibited at all times.
- The drinking of alcoholic beverages is not permitted on the job. Any employee discovered under the influence of alcohol or drugs will 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:** \_\_\_\_\_

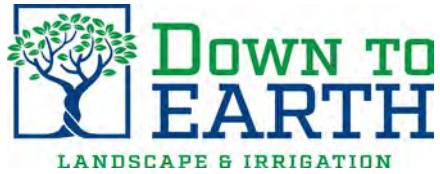




## 2019 Company Equipment List

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



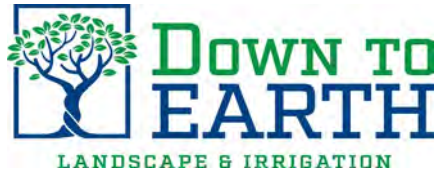
## Customer Service (IssueTrak)

### DTE IssueTrak Work Order System



- **IssueTrak BUSINESS CARDS PROVIDED TO ALL RESIDENTS.**
- **WORK ORDERS CAN BE CRAFTED.**
- **WORK ORDERS CAN BE TRACKED.**
- **PROVIDES ACCOUNTABILITY.**
- **IMPROVES COMMUNICATION BETWEEN THE CLIENT AND THE VENDOR**





## Disaster & Storm Relief 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 disaster and storm relief to our clients. Down To Earth's extensive manpower and equipment in Central and 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 Central and Southwest Florida, we also have our roaming Quality Control Crews that are available at any time to restore your property to pre-disaster condition. Furthermore, if necessary, our Landscape & Irrigation Installation Division employees are working in Central and Southwest Florida 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. We understand that certain equipment is important to have attainable at any given time, which is why we always make sure to have a certain number of loaders/machines available for these unpredictable events.

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.

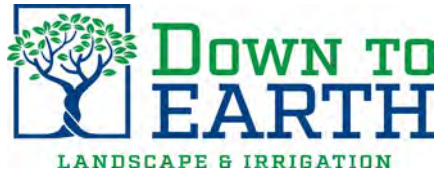


***Normal Labor Rates to prepare or clean up (Monday -Friday) -\$35 per hour***

***Overtime Labor rates to prepare or clean up (Weekends) -\$45 per hour***

***Holiday Labor Rate to prepare or clean up (Holidays) -\$70 per hour***

***\*\*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 Central Florida allows us to act quickly and address any issues efficiently and in a timely manner.

In addition to our current maintenance staff throughout Central 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 in Central Florida 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.

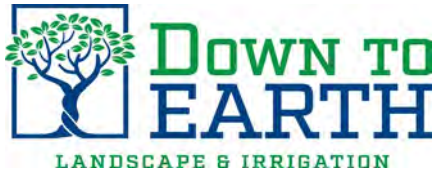


***Normal Labor Rates to install or remove frost cloth (Monday-Friday) - \$35 per hour***

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

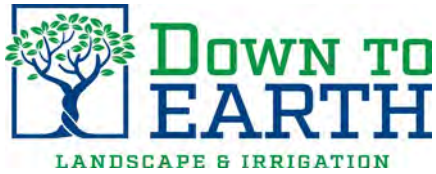
***Holiday Labor Rate to install or remove frost cloth (Holidays) - \$70 per hour***

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



## Lawn and Ornamental Monthly Report

<b>Lawn &amp; Ornamental Report</b>				
Contractor: _____		Property: _____		Date: ____/____/____
<div style="display: flex; justify-content: space-between;"> <div> <b>Applicator Information:</b>  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: _____ <small>( lbs. N / 1000 Sq. Ft. )</small> Area(s) Treated: _____ _____ _____ 2) Analysis: _____ Application Rate: _____ <small>( lbs. N / 1000 Sq. Ft. )</small> Area(s) Treated: _____ _____ _____ Report Item #(s) : _____	Liquid: <input type="checkbox"/> Herbicide(s) Used: _____ 1) _____ 2) _____ 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							
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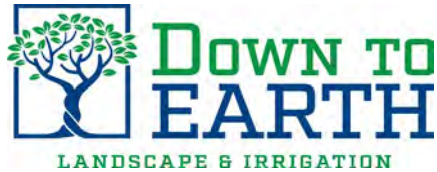
Additional Comments or Problems Noted: \_\_\_\_\_

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

Manager's Signature: \_\_\_\_\_ Repairs Approved ( Initial ): \_\_\_\_\_



[illegible]



## **J.C. Nowotny**

Assistant Director of Operations

Cell - (321) 356-9728

E-Mail - [JC@down2earthinc.com](mailto:JC@down2earthinc.com)

### **Qualifications**

- 16+ years' experience of Landscape, Irrigation, and Golf for Commercial and Residential Construction and Development. 8+ years Management Experience
- Knowledge of AutoCAD, Interpreting Blueprints and Various Stages of construction and design.
- State of Florida Licensed General Contractor (CGC1523147)
- State of Florida Licensed Irrigation Contractor (SCC131151493)
- Irrigation Association – Certified Landscape Irrigation Auditor (CLIA)
- Irrigation Association – Certified Golf Irrigation Auditor (CGIA)
- Irrigation Association– Certified Irrigation Contractor (CIC)
- FNGLA - Certified Horticulture Professional (FCHP)
- FNGLA - Certified Landscape Technician (FCLT)
- FNGLA - Certified Landscape Contractor (FCLC)
- ISA – Arborist Certification
- Certified Florida Water Star installer for Landscape and Irrigation.
- IMOT – 16-hour class training completion “FloridaSafety.ORG”
- EPA Water Sense Partner
- Completion of Certified Training for Green Industries Best Management Practices (BMP)
- Certified RainBird Maxicom installer and controller
- RainBird Maxicom and RainBird Site Control Experience including initial field construction and installation, trouble shooting and repair, complete site data set-up, and Central Control Monitoring.
- Field experience with Trimble (GPS) and software (GPS Asbuilts), Ground Penetrating Radar (GPR), Wire Toning (Ditch Witch), and Ultrasonic Flow Meters (Porta-Flow)
- Certified Journeyman Electrician- FL# BL3971
- Installation experience for Mainline, Pump Stations, Recharge and Wet Wells, Reverse Osmosis Systems, Valves, Laterals, Point of Connections, Flow Meters, Controllers, and Weather Stations.
- Experience Pipe Installation, including ½ inch through 18-inch, Schedule 40, Class 200, Class 900, Ductile Iron, and HDPE.
- Various Heavy Equipment Operation Skills with Caterpillar Certification
- Strong Work Ethic with the Ability to Multi-Task
- Superior Communication Skills- Oral, Written, and Electronic
- Computer Knowledge- Word, Excel, Outlook, AutoCAD, GPS, Netsuite, Quickbooks

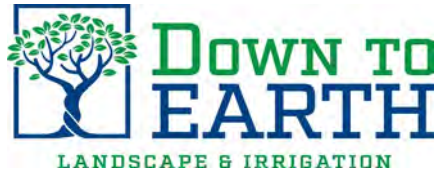
### **Work Experience**

(July 2012–Present) Down To Earth (Mount Dora, Florida)

Title - Assistant Director of Operations

- Primary responsibilities consist of daily operations for Landscape, Golf, and Irrigation construction and maintenance operations for Florida for 1,100+ employees including Business Development, estimating, and client relationships.





(2009–2012) Masuen Consulting LLC (Oakland Park, Florida)

Title - Technical Services Consultant

- Primary responsibilities consist of Landscape and Irrigation construction observation, inspections, and management, GPS As-Builts and working with clients investigating field problems and determining solutions.

(April 2004-May 2008) Ginn Development Company (Celebration, FL)

Assistant Manager

- Primary responsibilities consist of commercial construction of developments and golf courses installing the Master Distribution Irrigation Systems (RainBird Maxicom and RainBird Site Control). Projects include: Reunion, Bella Collina, Tesoro, Conservatory, and Ginn Sur Mer (Bahamas). These projects entail supervision of crews up to 24 employees.

January 1996-April 2004 Southern Atlantic Electric Jacksonville, FL

Commercial Journeyman Electrician

- Primary responsibilities consist of new electrical construction.

Projects include: University of North Florida, Mayport Naval station, Public Schools, Office buildings, and Hospital Facilities.

**Education**

(1994-1995) University of North Florida (Jacksonville, Florida)

Courses for Bachelor's Degree - not complete

- Business Administration

(1993-1994) Embry Riddle Aeronautical University (Daytona, Florida)

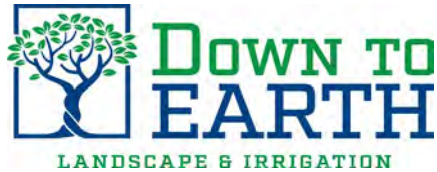
Courses for Bachelor's Degree - not complete

- Business Administration

(1993-1991) Central Florida Community College (Ocala, Florida)

Associates Degree - completed

- Business Administration



## Mark Singleton

IPM Department Manager

Cell - (352) 246-0853

E-Mail - [Mark@down2earthinc.com](mailto:Mark@down2earthinc.com)

### **Qualifications**

- 15 years' experience of Commercial, Residential, and Golf IPM
- Department of Agriculture and Consumer Services, ID# JE111173
- 10+ years Management Experience
- Awarded TruGreen Orlando Route Manager of the Year 2003
- Certified for Florida Green Industries Best Management Practices

### **Work Experience**

(2013- Present) Down to Earth LLC (Mount Dora, Florida)

Title- Fertilizer and Pest Control Manager

- Oversee the implementation of Down to Earth's Lawn and Ornamental program
- Lead and support multiple Lawn and Ornamental Specialist
- Insure the safe and accurate application of fertilizers, insect, disease, and weed control products
- Partner closely with clients, property managers, HOA's, and residents to exceed expectations
- Utilize Green Industries Best Management Practices by creating strong interdepartmental relationships to reduce chemical applications through IPM
- Collaborate with Client management to ensure specifications of contracts are met or exceeded
- Create and adjust programs based on specific needs of properties
- Inspect completed applications to ensure conformance with specifications and company standards

(2001-2013) TruGreen ChemLawn (Orlando, Florida)

Title- Commercial Lawn and Ornamental Specialist

- Managed over 275 high profile commercial accounts
- Mixed and applied insecticides, herbicides, and fertilizers based on label and program specifications
- Maintained commercial lawn care equipment and ensured proper calibration
- Performed high level applications to a wide range of turf and ornamental landscapes.

### **Summary of Qualifications**

Exceptional leader, with 15 years of lawn and ornamental knowledge as well as a widespread range of experience in Project Management and Client relations. Respected by peers as a strategic thinker, servant leader and effective communicator. Experienced in networking and building strong professional relationships. Proven ability to manage large and complex projects while maintaining high team morale and energy. Skilled mentor and mediator who excels at developing others and bringing out the best in team members.



## Shane Parrish

Director of Irrigation

Cell - (321) 228-3353

E-Mail – [Shane@down2earthinc.com](mailto:Shane@down2earthinc.com)

### **Qualifications**

- 18+ Years of irrigation and landscaping experience.
- Knowledge of AutoCAD, Interpreting Blueprints and Various Stages of construction and design.
- Certified RainBird Maxicom installer and controller
- RainBird Maxicom and RainBird Site Control Experience including initial field construction and installation, trouble shooting and repair, complete site data set-up, and Central Control Monitoring.
- CLIA – Certified Landscape Irrigation Auditor
- Certified Toro Osmac
- Certified Baseline Contractor
- Certified RainBird and Hunter 2 Wire Install/ Troubleshoot
- Installation experience for Mainline, Pump Stations, Recharge and Wet Wells, Reverse Osmosis Systems, Valves, Laterals, Point of Connections, Flow Meters, Controllers, and Weather Stations.
- Experience Pipe Installation, including ½ inch through 18 inch, Schedule 40, Class 200, Class 900, Ductile Iron, and HDPE.
- Various Heavy Equipment Operation Skills with Caterpillar Certification
- Strong Work Ethic with the Ability to Multi-Task
- Superior Communication Skills- Oral, Written, and Electronic
- Computer Knowledge- Word, Excel, Outlook, AutoCAD, GPS, NetSuite

### **Work Experience**

(January 2004-Present) Down To Earth (Mount Dora, Florida)

Title – Director of Irrigation

- Primary responsibilities consist of daily operations for Irrigation. Oversee all irrigation branches for the whole company. Manage 30+ employees. Create high level proposals for re-vamps or new construction. Time keeping and billing for irrigation department. Working with Account Managers to solve all of their irrigation needs.

(1998-2004) Valley Crest Landscape

Title – Irrigation Specialist

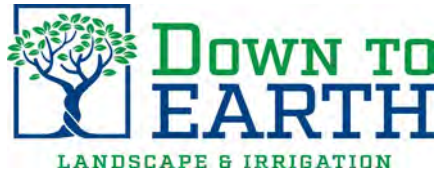
- Primary responsibilities consist of irrigation inspections and trouble shooting. Creating proposals for extra work. Programming and managing water for specific jobs.

### **Education**

(1992-1994) Valencia College

Courses for AA Degree

- Psychology



## Ronald I. Hughes

Operations Manager

Cell - (321) 202-4548

E-Mail - [Ronnie@down2earthinc.com](mailto:Ronnie@down2earthinc.com)

### **Qualifications**

- 13+ Years Management Experience in the Landscape Maintenance Industry
- International Society of Arboriculture:
  - Certified Arborist
    - ID# FL-6761A (Certified since August 18, 2015)
- Department of Agriculture and Consumer Services
  - Certified Pest Control Operator
- ID# JF209318 (Certified since October 3, 2013)

### **Work Experience**

(August 2010- Present) Down to Earth (Mount Dora, Florida)

Title- Project Manager / Pest Control Manager

- Currently overseeing 20+ properties in Central Florida for both District and Commercial property management.
- Overseeing fertilizer and pest control applications on a daily basis.
- Provided all maintenance billing on a monthly basis.
- Managed Lakewood Ranch in Sarasota from 2012-2014
- Provided all billing responsibility for the property.
- Completed work orders for the client and residents on a weekly basis.
- Responsible for ordering all chemicals and fertilizers from 2011-2012
- Keep track of chemical usage for each property
- Inspect each property to determine which products to use
- Coordinate and instruct each technician on treatments to be performed
- Provide chemical usage and labor performed to assist in billing
- Promoted from technician to pest control manager within 9 months of service

(February 2001-2010) TruGreen Lawncare (Orlando, Florida)

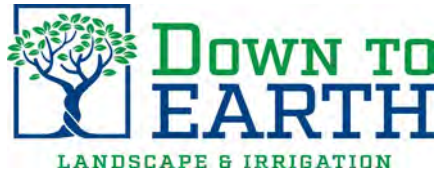
Title- Service Manager

- Oversee the daily operation of the residential department
- Responsible for accomplishing daily, weekly, and monthly revenue goals
- Initiated sales events to acquire new residential accounts
- Promoted from technician to manager after 5 years of service
- Received Technician of the Year Award in 2006

### **Education**

(2005-2008) Valencia Community College (Orlando, Florida)

Associates in Arts Degree - *General Studies*



## Justin Martinjak

Operations Manager

Cell - (813) 394-4071

E-Mail – [Justin.Martinjak@down2earthinc.com](mailto:Justin.Martinjak@down2earthinc.com)

### **Qualifications**

- 10+ Years Management Experience in the Golf and Landscape Maintenance Industry
- Florida Green Industries:
  - Certified Best Management Practices
    - ID# GV33411-1
- Department of Agriculture and Consumer Services
  - Turf and Ornamental Restricted Use Pesticide Applicator License
    - ID# CM19561

### **Work Experience**

(July 2018-Present) Down to Earth (Mount Dora, Florida)

Title- Operations Manager

- Currently overseeing 8+ 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.
- Provide all maintenance billing monthly.
- Complete work orders for the client and residents daily.

(June 2015- June 2018) Davey Management based at Silver Dollar Golf Club (Tampa, Florida)

Title- Superintendent

- Oversaw the daily operation of 27-hole facility
- Aided employees with technical, operational and safety coaching.
- Completed irrigation controller conversion in 2016.
- Oversaw all chemical applications in compliance with state regulations.

(March 2013- May 2018) Davey Management based at Silver Dollar Golf Club (Tampa, Florida)

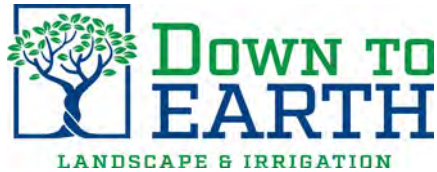
Title- Superintendent

- Oversaw the daily operation of 18-hole facility
- Aided employees with technical, operational and safety coaching.
- Completed insurance projects and new property bidding process.
- Oversaw all chemical applications in compliance with state regulations.

### **Education**

Indian River State College (Fort Pierce, Florida)

Associates in Arts Degree – *Golf Course Operations*



## John Amarosa

Operations Manager

Cell - (941) 525-4886

E-Mail - [John.Amarosa@down2earthinc.com](mailto:John.Amarosa@down2earthinc.com)

### **Qualifications**

- 22 years' experience of Commercial and Residential, Landscape Installation
- 20+ years Management Experience
- Experienced with High-End Landscape Design
- Certified State of Florida Pest Control Operator; plus Aquatics
- State of Florida Best Management Practices Certified
- Pinellas County Best Management Practices Certified
- Member of Florida Turf Grass Association
- Various Management courses including: Leadership, teambuilding, conflict resolution – through Inside Out Development as well as VCU

### **Work Experience**

#### **(2019-Present) Down to Earth (Mount Dora, Florida)**

Title- Operations 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.
- Provide all maintenance billing monthly.
- Complete work orders for the client and residents daily.

#### **(2015- 2019) AMERISCAPE SERVICES INC (Tampa, FL)**

Title- Operations Manager, Corporate Office

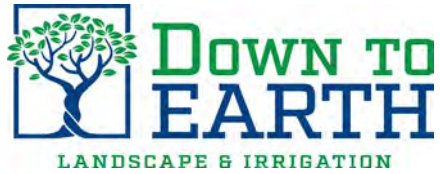
- Responsible for full P&L Management for Division with Gross Revenue exceeding \$9M.
- Responsibilities to create organizational structure/processes both operational and administratively.
- Instrumental in increasing revenues from 5.5 to 15m in 3.5 years while maintaining gm at 57%
- Expanding from 1-3 branches in 3 years.
- Implemented new operating software over last 2 years.
- Key Initiatives- Hiring, Teambuilding, Strategic Planning, Forecasting as well as profit sharing incentive programs

#### **(2007- 2015) ValleyCrest Landscape Maintenance (Tampa, FL)**

Title - Branch Manager, West Tampa Branch

- Responsible for full P&L Management for West Tampa Branch with Annual Gross Revenue exceeding \$7M.
- Responsible for all daily activities for up to 100 employees, in all divisions, with several direct report account managers.
- Managed multiple branch site locations with up to four at once from Pinellas to Hernando counties.
- Responsible for all company metric targets annually, customer service, retention, growth goals, safety rates, etc.
- Integral part of team that built revenue in Tampa Bay from \$5M to \$40M
- Grew branch net profit from 9% to 18%
- Received company top 5 branch award in customer satisfaction three times, with retention rates year on year above 90%.
- Received company branch incentives for exceeding budget profit targets 7 years.
- Instrumental role in acquisition successful transition of Raymow/Nanaks and all their employees, fleet, and customers for the Tampa bay area





(2002- 2007) ValleyCrest Landscape Maintenance, (Tampa, FL)

Title- Account Manager, Brandon Branch

- Managed all aspects of a book of business up to \$2M
- Face of the company for over 100 customers, listed on company Honor Roll for Customer Service Excellence for three years.
- Sold over \$1M remedial and enhancement work in one fiscal year.

(1997- 2002) Green Bandit Inc. (Tampa, Florida)

Title- Operations Manager

- Meet with, interact with customers, walk jobs for quality control and develop proposals
- Identified sales target for new maintenance customers
- Managed and scheduled all departments daily for a roughly 800k operation.
- Helped develop a safety, PM, and employee incentive programs

**Education and Certifications**

University of South Florida, Tampa FL

- Bachelors of Arts Degree

**AFFIDAVIT REGARDING PROPOSAL**

STATE OF FLORIDA  
COUNTY OF LAKE

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of PRESIDENT for SSS DOWN TO EARTH OPCO LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s (list all):  
ADDENDUM #1, #3

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 1**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 3, 2019

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**This Addendum No. 1 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services includes five (5) Revised Pages to the Bid Documents (Scope of Services) with adjusted fertilizer application schedules and adjusted irrigation component quantities. Please remove and replace the Scope of Services for both Parts 2 & 4. Additionally, this addendum includes the Reader Extended PDF to allow each vendor to supply a price per zone should the quantity of irrigation zones stipulated in this change order should differ from those actually in the field. Please use these Reader Extended PDF's instead of the ones provided in the original RFP document.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 3**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 17, 2019

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**This Addendum No. 3 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services serves to clarify that Sheet 55 in the RFP manual serves as the signature page for the entire proposal. Additional signature lines are not required at the end of each Bid Form.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

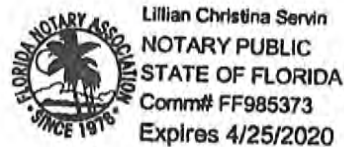
Dated this 18 day of OCTOBER, 2019.

Proposer: SSS DOWN TO EARTH OPCO LLC  
By: [Signature]  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of OCTOBER, 2019, by MICHAEL MOSLER II of SSS DOWN TO EARTH OPCO LLC who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[Signature]  
Notary Public, State of Florida  
Print Name: Lillian C. Servin  
Commission No.: FF985373  
My Commission Expires: 4-25-2020



**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name SSS DOWN TO EARTH OPCO LLC

Street Address 2701 MAITLAND CENTER PARKWAY, STE. 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 MICHAEL MOSLER II Title PRESIDENT

2nd Contact Name JC NOWOTNY Title DIRECTOR OF BUSINESS DEVELOPEMENT

Parent Company Name (if any) SAFEGUARD PROPERTIES

Street Address 7887 SAFEGUARD CIRCLE (HUB PARKWAY)

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 CEO

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_



- *Company Standing:*

Proposer's Corporate Form: LLC  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? OHIO Date 08/2016

Is the Proposer in good standing with that State? Yes ☒ No ☐

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *What are the Proposer's current insurance limits?*

General Liability	<u>\$ 2,000,000.00</u>
Automobile Liability	<u>\$ 2,000,000.00</u>
Workers Compensation	<u>\$ 1,000,000.00</u>
Expiration Date	<u>12/2019</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

**\*SEE ATTACHED DTE INFORMATION SECTION\***

FLORIDA BUSINESS LICENSE

GENERAL CONTRACTORS LICENSE

IRRIGATION CONTRACTORS LICENSE

COMMERCIAL FERTILIZATION LICENSE

COMMERCIAL PEST CONTROL LICENSE

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 15207 59TH AVE EAST

P. O. Box (if any) \_\_\_\_\_

City BRADENTON State FLORIDA Zip Code 34212

Telephone 941.376.0069 Fax no. \_\_\_\_\_

1st Contact Name JOHN AMAROSA Title MANAGER

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 2 days per week;  
1 Technical personnel, who will be onsite 2 days per WEEK; and  
4 Laborers, who will be onsite 4 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*


Name: John Amarosa

Position / Certifications: Operations Manager, Horticulture, BMP ++

Duties / Responsibilities: DIRECT OPERATIONS SUPPORT ++

% of Time to Be Dedicated to This Project: 40 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: The Villages Community Development Districts 

Contact: John Olters Contact Phone: 352-266-1483

Project Type/Description: Landscape Maintenance

Duties / Responsibilities: Oversee all Villages Maintenance Projects

Dollar Amount of Contract: \$5,600,000.00

Proposer's Scope of Services for Project: Full service lawn maintenance, irrigation, fertilization and pest control services.

Dates Serviced: 1998 - Current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☐ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

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Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

**WE ADMINISTER A MANDATORY DRUG SCREEINING PRIOR EMPLOYMENT - ZERO TOLERANCE POLICY.**

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- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

**\* SEE ATTCHED EQUIPMENT LIST**

# OFFICERS

PROPOSER: SSS DOWN TO EARTH OPCO LLC

DATE: 10/18/2019

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
MICHAEL MOSLER II	PRESIDENT	OVERSEE ALL OPERATIONS	MAITLAND, FL
SEAN CUSACK	CHIEF FINANCIAL OFFICER	OVERSEE ALL FINANCIAL OPERATIONS	MAITLAND, FL
JC NOWOTNY	DIRECTOR OF BUSINESS DEVELOPMENT	OVERSEE BUSINESS DEVELOPMENT	MAITLAND, FL
TOM TROMBLY	REGIONAL VP OF OPERATIONS	OVERSEE ALL LAWN CARE AND LANDSCAPE SOUTH FLORIDA	SARASOTA, FL
JOHN AMAROSA	OPERATIONS MANAGER	DIRECT OPERATIONS SUPPORT	SARASOTA, FL
FOR PARENT COMPANY (if applicable)			
ALAN JAFFA	CEO	CEO	VALLEY VIEW, OH

## SUPERVISORY PERSONNEL

**SSS DOWN TO EARTH OP CO LLC**

DATE: 10/18/2019[illegible]



## COMPANY-OWNED MAJOR EQUIPMENT

SSS DOWN TO EARTH OP CO LLC

10/18/2019

[illegible]

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
☒ No ☐ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Lakewood Ranch Community Development Districts 1, 2, 4, 5 & 6

Contact: Steve Lakey Contact Phone: 941-706-6519

Project Type/Description: Landscape Maintenance

Dollar Amount of Contract: \$2,300,000.00

Scope of Services for Project: Full service landscape maintenance, irrigation, fertilization, and pest control services.

Dates Serviced: 2012 - Current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2018 = \$95,000,000.00

2017 = \$80,000,000.00

2016 = \$70,000,000.00

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project #1 Name/Location: South Shore Falls

Contact: Jason Dearth Contact Phone: 813-641-3617

Project Type/Description: FULL SERVICE LANDSCAPE , IRRIGATION, FERT. AND PEST CONTROL

Dollar Amount of Contract: \$750,000.00

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Maintaining roadways, common areas, home sites, villas, and clubhouses.

\_\_\_\_\_

\_\_\_\_\_

List of equipment used on site: Zero turn commercial mowers, hand held detail equipment, side by side transportation.

\_\_\_\_\_

List of subcontractors used: Not applicable.

\_\_\_\_\_

Is this a current contract? Yes ☒ No ☐

Duration of contract: 8/4/15 - Current

- *(Information regarding similar projects – continued)*

Project #2 Name/Location: Village Walk at Lake Nona

Contact: Tamela Machino Contact Phone: 407-888-2704

Project Type/Description: FULL SERVICE LANDSCAPE , IRRIGATION, FERT. AND PEST CONTROL

Dollar Amount of Contract: \$2,000,000.00

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Maintaining roadways, common areas, home sites, villas and clubhouses.

\_\_\_\_\_

\_\_\_\_\_

List of equipment used on site: Zero turn commercial mowers, hand held detail equipment, side by side transportation.

\_\_\_\_\_

List of subcontractors used: Not applicable.

\_\_\_\_\_

\_\_\_\_\_

Is this a current contract? Yes ☒ No ☐

Duration of contract: 4/11/2014- Current

- *(Information regarding similar projects – continued)*

Project #3 Name/Location: StoneyBrook South at ChampionsGate HOA

Contact: Mich Toscano Contact Phone: 585-351-8069

Project Type/Description: FULL SERVICE LANDSCAPE , IRRIGATION, FERT. AND PEST CONTROL

Dollar Amount of Contract: \$1,250,000.00

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Maintaining roadways, common areas, home sites, villas and clubhouses.

\_\_\_\_\_

\_\_\_\_\_

List of equipment used on site: Zero turn commercial mowers, hand held detail equipment, side by side transportation.

\_\_\_\_\_

List of subcontractors used: Not applicable.

\_\_\_\_\_

\_\_\_\_\_

Is this a current contract? Yes ☒ No ☐

Duration of contract: 5/15/14 - Current

- *(Information regarding similar projects – continued)*

Project #4 Name/Location: Independence HOA

Contact: Kristina Inkrott Contact Phone: 407-654-7479

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \$750,000.00

How was the project similar to this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Maintaining roadways, common areas, home sites, villas and clubhouses.

\_\_\_\_\_

\_\_\_\_\_

List of equipment used on site: Zero turn commercial mowers, hand held detail equipment, side by side transportation.

\_\_\_\_\_

List of subcontractors used: Not Applicable.

\_\_\_\_\_

\_\_\_\_\_

Is this a current contract? Yes ☒ No ☐

Duration of contract: 3/11/14 - Current



- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☐ No ☒ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☐ No ☒

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

What is the Proposer's current worker compensation rating? .76

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ☒ No ☐

If yes, please describe each incident 1 - AUTOMOBILE ACCIDENT

**2 - LIMB LARCEMENT (30 days)**

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?* Yes ☐ No ☒ If yes, please provide:

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

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- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

**Not Applicable**

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- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**Not Applicable**

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes*  
☐ No ☒ If yes, please explain:

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Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of SSS DOWN TO EARTH OPCO LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

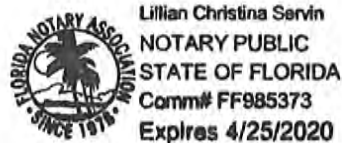
Dated this 18 day of OCTOBER, 2019.

Proposer: SSS DOWN TO EARTH OPCO LLC  
By: [Signature]  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was sworn and subscribed before me this 18 day of OCTOBER, 2019, by MICHAEL MOSLER II of SSS DOWN TO EARTH OPCO LLC who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[Signature]  
Notary Public, State of Florida  
Print Name: Lillian Servin  
Commission No.: FF985373  
My Commission Expires:



**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of PRESIDENT for SSS DOWN TO EARTH OPCO LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 2701 MAITLAND CENTER PARKWAY, STE. 200  

<u>MAITLAND</u>	<u>FLORIDA</u>	<u>32751</u>
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4. Proposer's Federal Employer Identification Number (FEIN) is 38-4006336  

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted



of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

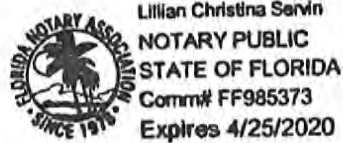
Dated this 18 day of OCTOBER, 2019,

Proposer: SSS DOWN TO EARTH OPCO LLC  
By: Michael Mosler II  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of OCTOBER, 2019, by MICHAEL MOSLER II of SSS DOWN TO EARTH OPCO LLC who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

Lillian  
Notary Public, State of Florida  
Print Name: Lillian Servin  
Commission No.: FF985373  
My Commission Expires: 4/25/2020



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of PRESIDENT for SSS DOWN TO EARTH OPCO LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 2701 MAITLAND CENTER PARKWAY, STE. 200  

<u>MAITLAND</u>	<u>FLORIDA</u>	<u>32751</u>
-----------------	----------------	--------------
4. Proposer's Federal Employer Identification Number (FEIN) is 38-4006336  

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

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

Dated this 18 day of OCTOBER, 2019.

Proposer: SSS DOWN TO EARTH OPCO LLC

By: *Michael Mosler II*

Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of OCTOBER, 2019, by MICHAEL MOSLER II of SSS DOWN TO EARTH OPCO LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

*Lillian*  
Notary Public, State of Florida

Print Name: Lillian Servin

Commission No.: FF985373

My Commission Expires: 4/25/2020



Lillian Christina Servin  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF985373  
Expires 4/25/2020





# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

SSS Down To Earth Opco LLC  
2701 Maitland Center Parkway, Suite 200  
Maitland, FL 32751

### SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company  
440 Lincoln St.  
Worcester, MA 01653

### OWNER:

(Name, legal status and address)

Harrison Ranch Community Development District  
5755 Harrison Ranch Blvd.  
Parrish, FL 34219

**BOND AMOUNT:** Ten Thousand & 00/100 Dollars (\$10,000.00)

### PROJECT:

(Name, location or address, and Project number if any)

Landscape and Irrigation Maintenance Services  
Harrison Ranch Community Development District in Mantee County

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

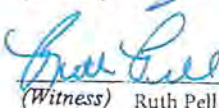
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of October, 2019

  
(Witness)

  
(Witness) Ruth Pell

  
(Principal)  
CFO

(Title)  
The Hanover Insurance Company

(Surety)  
  
(Title) Todd Stein (Attorney-In-Fact)

(Seal)

(Seal)

Init.

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**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Mark Levinson, Todd Stein and/or Jeff McQuate**

Of Brunswick Companies, Fairlawn, OH and each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for, and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 30<sup>th</sup> day of March, 2016.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

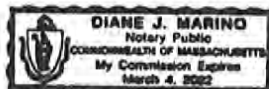
  
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 30<sup>th</sup> day of March 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18<sup>th</sup> day of October, 2019.

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President



# THE HANOVER INSURANCE COMPANY

Is hereby authorized to transact  
insurance in the State of Florida.

This certificate signifies that the company  
has satisfied all requirements of the  
Florida Insurance Code for the issuance  
of a license and remains subject to  
all applicable laws of Florida.

Date of Issuance: January 15, 1915  
No. 92-13-5129825



Tom Gallagher  
Treasurer and Insurance Commissioner



Florida  
Department  
of Insurance



**The Hanover Insurance Company, Bedford, New Hampshire  
Assets and Liabilities as of December 31, 2018**

**ASSETS**

	2018
Cash in Banks (Including Short-Term Investments).....	\$ 41,790,100
Bonds and Stocks.....	\$5,954,053,321
Other Admitted Assets.....	<u>\$2,096,407,632</u>
Total Admitted Assets.....	<u>\$8,092,251,053</u>

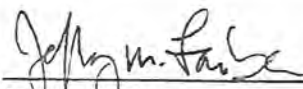
**LIABILITIES, CAPITAL AND SURPLUS**

Reserve for Unearned Premiums.....	\$1,764,889,916
Reserve for Loss and Loss Expense.....	\$3,502,438,810
Reserve for Taxes.....	\$ 403,277
Funds held under reinsurance treaties.....	\$ 2,713,483
Reserve for all other liabilities.....	\$ 654,743,002
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>\$2,162,062,565</u>
Policyholders' Surplus.....	<u>\$2,167,062,565</u>
Total Liabilities, Capital and Surplus.....	<u>\$8,092,251,053</u>

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2018.

  
\_\_\_\_\_  
Jeffrey Farber  
Assistant Treasurer

hanover.com

The Hanover Insurance Company  
440 Lincoln Street, Worcester, MA 01653

Citizens Insurance Company of America  
808 North Highlander Way, Howell, MI 48843

## PROPOSAL FORM PART IV -- PRICING

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

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

### PART 1

**General Landscape Maintenance**

\$ 313,882.00 Yr

#### Optional Service Pricing:\*

- Storm Cleanup \$ 35 /hr
- Freeze Protection (description of ability) See Attached
- \$ T&M /application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- Hand Watering
  - \$ 35 /hr for employee with hand-held hose
  - \$ 150 /hr for water truck/tanker

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

### PART 2

**Fertilization (All labor and materials)**

\$ 46,500.00 Yr

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	16-0-8 + PRE M	1	5,872	\$1,686.74
March	16-0-8 + PRE M	1	5,872	\$1,686.74
April	25-0-12	0.5	5,872	\$674.70
May	24-0-11	1	5,872	\$3,373.49
October	24-0-11	1	5,872	\$3,373.49
November	15-0-15 + PRE M	1	6,085.6	\$1,686.74



BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	16-0-8 + PRE M	1	25,475	\$7,317.71
March	25-0-12+ IRON	0.5	8,152	\$2,927.09
April	16-0-8 + PRE M	1	25,475	\$5,854.17
May	16-0-8 + PRE M	1	25,475	\$5,854.17
October	16-0-8 + PRE M	1	25,475	\$7,317.71

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	10-0-10	1.5	433.2	\$3,421.65
May	10-0-10	1.5	433.2	\$3,421.65
Oct	10-0-10	1.5	433.2	\$3,421.65

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-0-12	1.5 per 100sf	450	\$450.00
May	8-0-12	1.5 per 100sf	450	\$450.00
October	8-0-12	1.5 per 100sf	450	\$450.00
November	8-0-12	1.5 per 100sf	450	\$450.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

\*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)

\$ 12,000.00 Yr  
(If entire pesticide allowance is required) \*

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

**OTC Injections** (All labor and materials) \$ NA / Yr (based on quantities below)  
(OTC injections per specs - **do not include in Grand Total**)

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 17,072.00 / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ 11.39 / Zone) \$ 41,000.00 /Yr

Freeze Protection (description of ability) See Attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ 35 hr /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 75 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

#### **PART 5**

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

469 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 45.00 /CY (October Application)

And

469 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 45.00 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ 42,210.00 /Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 1,980 (4") annuals four (4) times per year **per specs** at the direction of the District at \$ 2.00 /annual.

\$ 3,960.00 /rotation



\$ 15,840.00 /Yr (based on four (4) rotations) (Do not include in Grand Total)

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

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

\$ 413,382.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>413,382.00</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>413,382.00</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>413,382.00</u> /Yr*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ 35.00	Hour
B.	Bush-Hog w/operator	\$ 90.00	Hour
C.	Tractor w/operator	\$ 90.00	Hour
D.	Supervisor with Transportation	\$ 75.00	Hour
E.	Laborer with hand equipment	\$ 35.00	Hour
F.	Truck w/driver	\$ 35.00	Hour
G.	Irrigation Tech	\$ 55.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ 55.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ 55.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ 55.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ 55.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ 55.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ 55.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 35.00	Hour
O.	Lump Sum Mowing <sup>(2)</sup> , entire community	\$ 6,000.00	Per Mow

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<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

- A. Debris removal personnel unit costs:  
See Attached \_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour
- B. Debris removal equipment unit costs:  
See Attached \_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour
- C. Other emergency/disaster related unit costs:  
See Attached \_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



**HARRISON RANCH**  
COMMUNITY DEVELOPMENT DISTRICT



***Landscape and Irrigation Maintenance Services***  
***Proposal***



**Duval Landscape**  
MAINTENANCE



Prepared By  
**Keith A Pouliot**  
Business Development Manager

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October 18<sup>th</sup> 2019

Harrison Ranch Community Development District  
Rizzetta & Company, Inc.  
5755 Harrison Ranch Boulevard  
Parrish, FL 34219



Keith A Pouliot  
Business Development Manager  
Ph.: 813-495-6608  
Email: Keith@duvallandscape.com

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

Community Leadership,

Thank you in advance for considering Duval Landscape Maintenance as your future landscape management services contract provider. The possibility of partnering with you is exciting! We'll ensure you the convenience of a single source provider for all your landscape needs while our commitment to high integrity and emphasis on safety and compliance completes the foundation on which our culture is built.

Estimating/Initial Assessment are critical best practices for Duval. Our team of experts spend significant time on site, utilize sophisticated measuring software, estimating/budgeting software and rely on – validation with hundreds of years of field experience to ensure we get it right and understand the current agronomic and horticulture challenges. Our precise quantifying process is our approach for each job to ensure (accurate hours & crew size, right type & size of equipment, clear defined specifications, which sets up our daily, weekly & annual work process(s). Then we manage “conformance to established requirements” which is the definition of Quality.

In the following pages you will learn that Duval Landscape Maintenance **why we are the best choice** as a healthy “growing” organization dedicated to building partnership style relationships with long term customers. Our commitment to the long term success of our customers allows us to take a different approach to your needs, as our goal is to have you as a customer indefinitely. This approach allows us to make great decisions daily, as we look to earn your business every day on your site. We would appreciate the opportunity to discuss our proposal with your entire team, as we believe we developed a service platform for Harrison Ranch Community Development District that are second to none.

Sincerely,

**Keith A Pouliot**

Business Development Manager



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## ADMINISTRATIVE/ORGANIZATIONAL/KEY MANAGEMENT PERSONNEL

**1. Number of years in business and corporate office location;** Ten (10) years, Incorporated 8/12/09, Charter No. L 09000077374 / FEIN 27-0877531. Corporate office location 7011 Business Park Blvd N, Jacksonville FL 32256

**2. Organizational structure names of the officers, owners;**

- **President/Owner:** Robin S. Bullock
- **CFO:** Edwin Cintron
- **VP Sales & Marketing:** Mark A. Bodkin
- **Office Manager:** Rondha Showers
- **Administrative Assistant:** Joyce Parsons

### Branch Locations

- 1. Jacksonville: 7011 Business Park Blvd N | Jacksonville 32256**
- 2. Naples: 1160 Sugarberry Street | Naples FL 34117**
- 3. Tampa: 4501 Ulmerton Road, Suite 7 | Clearwater FL 33762**
- 4. Sarasota: 2123 University Parkway, Suite 104 | Sarasota FL 34243**
- 5. Orlando: 2423 S Orange Avenue, Suite 117 | Orlando FL 32800**
- 6. West Palm Beach: 1655 Donna Road, Suite 5 | West Palm Beach FL 3340**

**3. Size of company, detailing number of employees;** Total Duval Employees (340) 1 President, 1 CFO, 1 Vice President of Sales, 6 Branch Managers, 4 Business Development Managers, 13 Account Managers, 4 accounting/administrative, 310 field employees including Irrigation Techs, Lawn and Ornamental Techs, Arborist, Supervisors, Field/crew labor.

**4. Percentage of Residential and Commercial Businesses that are currently being serviced by your company;** (100% Commercial)



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### Full Service Provider

- One contractor supplies all of your landscape needs, saving time and reducing costs

### 24 hour Emergency Service

- Account managers and office staff on call with smart phone technology for rapid response via phone, email or text 24 hours a day, 7 days a week

### English-speaking, Tenured Account Managers

- Provide experienced and uncomplicated personal service

### One Point of Contact

- All of your service needs are overseen by a local account manager assigned to your account

### Rigorous Safety and Quality Controls

- Ensure consistency, detect and deter problems, and provide solutions proactively

### Leadership Audits

- Secure quality and consistency of branch performance with unannounced audits by the Vice President and President

### Customized Service Programs

- Tailored programs optimize quality, service, cost controls, and return on your investment, and support advanced planning

### Certified and Licensed Industry Experts

- Landscape designers, certified pest, fertilizer, irrigation and landscape technicians provide special expertise and regulatory compliance



**Duval Landscape**  
MAINTENANCE

## Service Program Highlights

### Account Managers



### Customized Service Programs

- Tailored programs optimize quality, service, cost controls, and return on your investment, and support advanced planning

### Certified and Licensed Industry Experts

- Landscape designers, certified pest, fertilizer, irrigation and landscape technicians provide special expertise and regulatory compliance

### Technology

- Rapid response, communication fail safes, and service efficiency with digital tablets, smart phones, and laptops

### Regional Resources

- Access to equipment, flexibility in regional allocations, exceptional purchasing power

### Employee Checks

- Drug, reference, and motor vehicle background checks allow us to place quality personnel

### Ongoing Operations Training

- Ensures best service performance and the pursuit of excellence



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# Duval Expert Leadership & Management assigned to Harrison Ranch CDD



**Greg Boucher—Harrison Ranch SW FL Region Manager:** With over 30 years of industry experience, Greg assists in many roles offering each client a potentially new perspective. Commercial Aquatics & ROW License CM 24301 CAT 5A,6, Certified Pest Control Operator JB122655, County Irrigation License Holder C-072-1 / BL4039 / I-121 / FC10324, OSHA Certification 2965, FNGLA Certification H33-5851, EPA BMP Certification GV929, BS University of Mass – Entomology, BA University of Mass- Marketing.



**Taylor Cain: Harrison Ranch Site Manager:** Taylor's high level of skill, knowledge, and experience makes him the "best" selection for leading and managing Harrison Ranch CDD daily operations along with Greg Boucher. Taylor has 8 years landscape industry experience. His customer's rely on his attention to detail, meeting & exceeding high end specification based contracts and for his expertise in lawn and ornamental care. Taylor is Florida BMP certified, and holds an BA / University of Florida, Agriculture.



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**Rob Bullock—President:** In 2012, 2013, and again in 2017 Duval was the recipient of the National Grand Award for Landscape Maintenance excellence. This award is bestowed upon single contractor for providing superior services. With the extensive judging criteria, this award truly sets his firm apart. With over seventeen years of landscape acumen, Rob leads his team through direct involvement and a passion for client relations. Degree Lake City Community College—Landscape Management.



**Edwin Cintron—Chief Financial Officer:** Edwin has direct responsibility for managing our billing, receivables, payables, customer contracts, vendor agreements, and many more administrative management operations covering personnel, information technology, legal, and facility management. Edwin has over 15 years of business and financial management experience. He attended the University of South Florida in Tampa, FL for his undergraduate degree in Accounting and the Airforce Institute of Technology in Dayton, Ohio for his graduate degree in management.



**Mark A. Bodkin—Vice President of Sales & Marketing:** Mark adds 30+ years of lawn and landscape industry experience to the Duval team. (27 years in FL) His diverse sales and operations award winning background is valued as it is split with 50% of his career in operational leadership roles and 50% in senior leadership sales roles with a Fortune 500 company. He's been accountable as a Region Manager for eight branch operational performances up to leading a 70-person division sales team. He is responsible for the overall performance of the sales team and marketing. Mark is a FL Licensed Certified Pest Control Operator JF7162, FNGLA Certified Horticulture Professional and EPA BMP Certification GV33088-1 in FL.

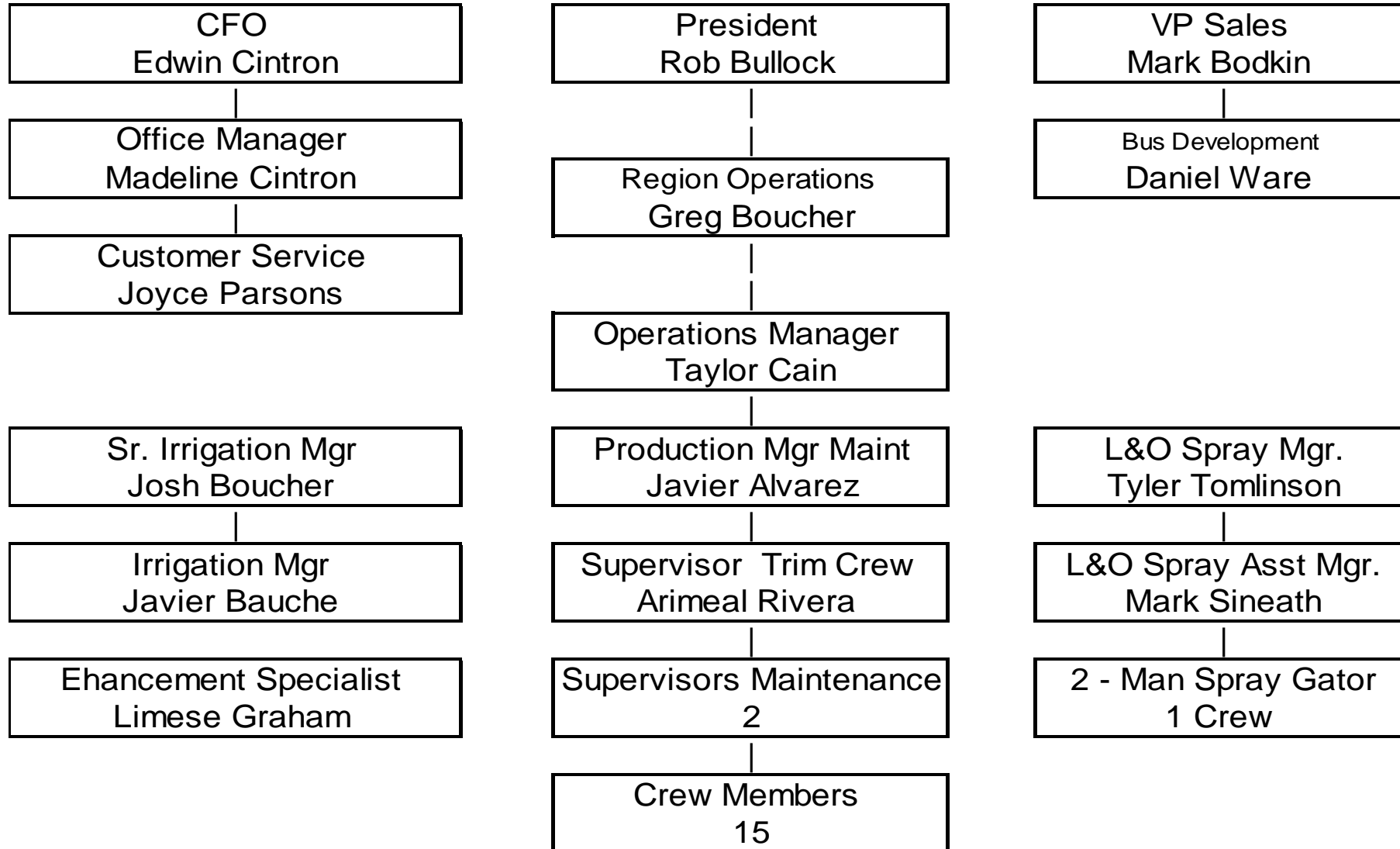


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## Organization for:

### Harrison Ranch CDD



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# OPERATIONS

❖ **Typical Crew composition;**

- Site Manager will handle the direction of 1 production manager Harrison Ranch CDD
- Production manager handles the direction of 3 (5 man) crew for Harrison Ranch CDD

❖ **Each crew consists of**

- Supervisor – Bilingual (Speak, comprehend, read and write English)
  - Mower operators – single or multiple depending on site size
  - Small equipment operators handle the edging, string trimming and blowing of debris.
  - Detail specialists – police grounds prior to mowing activities, handle hedge trimming, weed spraying and light tree raising.
- ❖ All services are scheduled for each quarter based on contract requirements. We maintain both cloud and live scheduling for all supervisors and managers alike. Each division manager is aware of each crew planned activities. Additional weekly staff meetings cover unexpected weather or special event schedule changes that may arise. Daily supervisor meeting prior to all crews leaving each day reinforce the activities that are planned for any given day. Real time GPS reporting of each crew's location allows us to track, monitor and adjust schedules on the fly.
- ✓ By proper training and supervisor accountability, we insure asset damage is minimalized, but in this business, there are times when small rocks, or debris damage windows or siding.
  - ✓ We maintain a staff repair team that can assist in quickly rectifying these issues. If the issue falls outside our “comfort level” for repair, we have contracts in place with glass repair, painters, handy men and others who quickly respond to our needs. The process is speedy, seamless and cost effective.
  - ✓ Quality Control and Communication is often the single greatest frustration. Our QC program and communication work hand in hand to provide each client with the information they need to make informed and educated decisions.
  - ✓ Daily service reports outline what each crew did on each property in any given day. These are sent directly to the client and maintained in our cloud-based storage.
  - ✓ Fertilization and pest control reports outline what, where and how much was applied, what the pest were, any issues that remain and need retreats. Again, these are sent directly to the client and uploaded to the cloud.
  - ✓ LQA – Landscape quality assessments are performed on all properties each month. These assessments cover turf, shrubs, trees and other horticulturally related issues. It is our “report card”, and we utilize it to make program changes and tweaks.



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# JOSH BOUCHER

904-376-0212

[joshua@duvallandscape.com](mailto:joshua@duvallandscape.com)

# MARK SINEATH

813-233-6561

[marks@duvallandscape.com](mailto:marks@duvallandscape.com)

## EXPERIENCE

### 18 YEARS OF IRRIGATION SERVICE AND REPAIR

#### **IRRIGATION DIVISION MANAGER**, DUVAL LANDSCAPE MAINTENANCE

Pump and Well repair

Rain-bird Certified

Hunter Certified

Low voltage lighting specialty technician

2 wire specialists

Irrigation License

Best Management

## EDUCATION

### **DIPLOMA**, FLETCHER HIGH SCHOOL

Irrigation Design/Hydro

## EXPERIENCE

### 15 YEARS LANDSCAPE INDUSTRY

#### **PEST CONTROL PRODUCTION MANAGER**, DUVAL LANDSCAPE MAINTENANCE

Florida Best Management Practice Certified

FNGLA Certified

5 Years Pest Control

Indoor Pest Control

Termite Certified

Fumigation Certified

Ornamental tree and shrub & Turf Certified

Herbicide, Fungicide, Insecticide applicator

Application Safety Certified

Spray License

## EDUCATION

### UNIVERSITY OF NORTH FLORIDA

#### LANDSCAPE MANAGEMENT

### NEASE HIGHSCHOOL



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# LEMESE GRAHAM

904-487-3939

[lemese@duvallandscape.com](mailto:lemese@duvallandscape.com)

# ANTONIO THOMAS

904-207-8793

[antonio@duvallandscape.com](mailto:antonio@duvallandscape.com)

## EXPERIENCE

**15 YEARS EXPERIENCE IN HORICULTURE AND LANDSCAPE**

**ENHANCEMENT SPECIALIST, DUVAL LANDSCAPE MAINTENANCE**

Florida Best Management Practice Certified

Landscape design and installation

Irrigation service and repair

Landscape lighting specialist

Heavy Equipment Operator

FNGLA Certified

## EDUCATION

**DIPLOMA, ENGLEWOOD HIGH SCHOOL**

2.7 GPA ; Design and Project Management

## EXPERIENCE

**21 YEARS EXPERIENCE IN HORICULTURE AND LANDSCAPE**

**ACOUNT MANAGER, DUVAL LANDSCAPE MAINTENANCE**

Florida Best Management Practice Certified

CEO of Lawncare business 3 years

Commercial Property Specalist

Pesticide/Herbicide Spray License

FNGLA Certified

## EDUCATION

**UNIVERSITY OF SOUTH FLORIDA**

**ARCHITECTURE; DNF**

**JEAN RIUBTAL HIGH SCHOOL**

**ARCHITECTURE AND DESIGN**



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# Estimating/Assessment Best Practices = ORG CHART

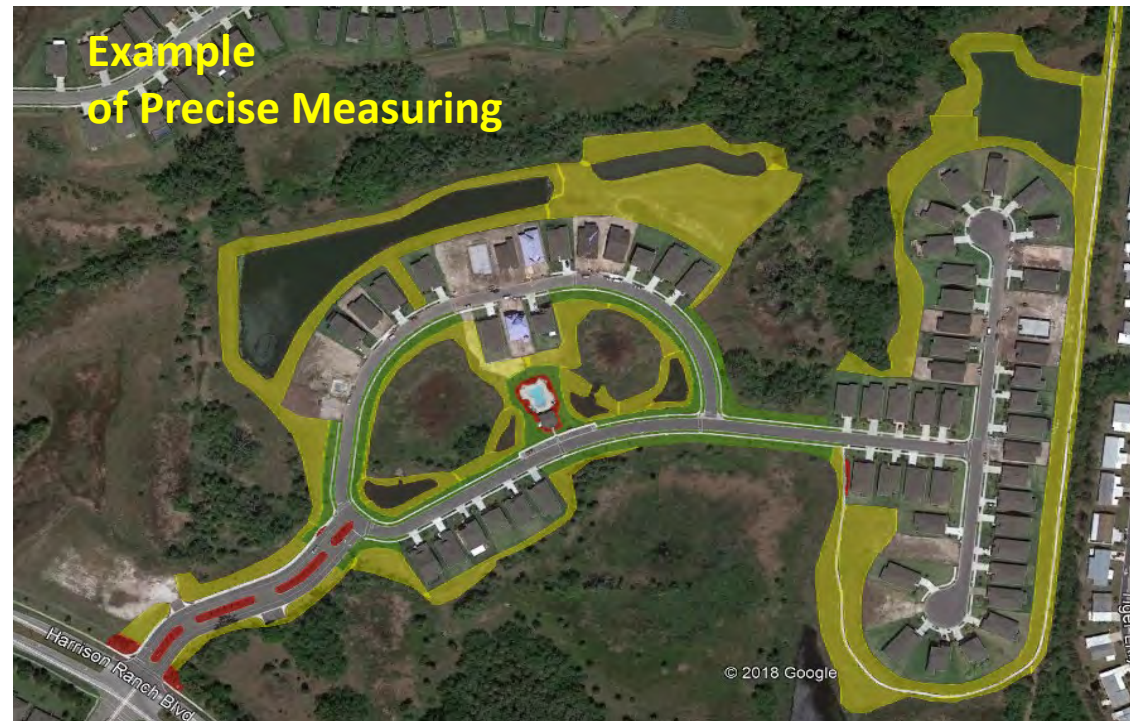
**Pricing, Quality Assurance & Client Satisfaction ~ only possible if Estimate is accurate!**

Accurate Precise Quantities → Accurate Hours & Crew Size → Right Type/Size of Equipment

→ Specifications are Defined = Solid Work Process & Conformance to Requirements  
which is the definition of QUALITY

## DUVAL LANDSCAPE APPROACH

- Sufficient Man Power
- Internal Communication
- Proactive Methodology
- Cross Trained Staff
- Detail Oriented Supervisors
- Accountability
- Safety of Residents and Staff
- Professional Consultants as Required
- Long Term Relationship Building
- Careful Planning Resulting In Level Quality
- Dedication To a Strong Ethical Standard
- Creative Problem Solving
- Take Charge and Accept Responsibilities
- Horticultural Acumen
- Understand Expectations / Deliver Results
- Service Without Excuses
- Direct Communication With The Business Owner
- Staff Share A Common Vision—"Customer Service Equals Success"



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# SITE INSPECTION AND THE PROPOSAL PROCESS

As we began this proposal process, we looked at all current site conditions. Be it existing challenges such as slopes, turf, shrub and tree health, maintenance access, mowing challenges and obstacles to arrive at our man hour projections. Once those calculations were compiled using our estimating and budgeting software and field expert verification, we derived a plan of attack to provide resolution to those challenges. On the following pages we will outline our anticipated man hours, with goals to improve the overall site conditions will be outlined and the systematic approach to providing the services that will benefit the community shall be evident. Duval Landscape feels confident in our ability to provide comprehensive, all inclusive services based on the following compiled information.

Leadership	#
Branch Manager	1
Site Manager	1
Supervisors	2
Crew 6	5 days/WK
Irrigation Mgr.	1
Fert/Pest Mgr.	1
Customer Svc Rep	1

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## INCREASING CURB APPEAL

This is a broad area , vital for the success of a project and to increase the overall property values and salability of an area. If areas are in need of rejuvenation, capitol needs to be invested to beautify those areas. Working hand in hand with the property manager| committee leadership and our landscape enhancement team, curb appeal will be maximized. Annual beds will provide visual interest, turf will be lush, green and weed free, and shrubs will be trimmed, cleaned and their health revitalized.

### **Provide PSA (Proactive Site Assessment) minimum 1x per year prior to budget**

- Property Assessment Priority Based (Client Involvement)
  1. Client Specific Requests (Current YR | Next YR | 5 Year Plan)
  2. Focus Categories– Safety | High Visibility | Medium Visibility | Low Visibility
  3. Irrigation | Water Management

#### Example Questions (High Visibility)

#### Notes & Mapping

Are annual color beds impactful & located in right area?

Recommendations / target month

Are entry points inviting and reflective of client standards?

Capture Client Success Criteria

Is the visitor's entry/parking areas important & well done?

Meet standard / Provide suggestions

Are the amenity areas well done, need improvement?

Are there priority areas to note

Are the gates and stopping areas perfect?

Score Card weekly/monthly

### CUSTOM SOLUTIONS

There is a difference between maintaining a landscape and managing a project. Each property has unique challenges. Some are obvious such as drainage issues or pedestrian traffic concerns while others such as PH balance, excessive organics around trees and shrubs require more investigation. Please be assured each of these challenges will be addressed and solved in a professional timely manner.



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**SOIL TESTING IS VITAL**

Upon contract signing we will take multiple soil samples from turf, shrub beds and tree areas to determine the current soil conditions, available nutrient levels and PH. This information will be used to create a custom tailored program designed to address your properties needs.

**Z-SPRAY**



# Pest Management

Properly identifying and treating turf and shrub damaging pests when they are young is key to both eradication and minimizing the visual damage.

Duval Landscape will address these concerns by constantly monitoring conditions likely to spur these outbreaks. By properly managing the maintenance, irrigation and fertility programs, and with pest control technicians monitoring insect pressure levels we are confident that the infestations will be localized at best.

Using systemic insecticides and disease control products also allows the pests to be eliminated when young and far easier to control. This is not only cost effective but an environmentally sound business practices. Duval will employ Integrated Pest Management (IPM) system.

Our fleet of service vehicles come fully stocked. With the ability to mix the appropriate products and materials as needed in the field, we can solve most horticultural issues without return trips. Reduced call backs = Happy Residents!!!



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## Palm/Plant Fertility Program

The palms on property are exhibiting signs of Manganese, Potassium and Copper deficiencies. This is our plan to bring these species back to proper health.

Granular 8-2-12-4 100% slow release with a broad micro-nutrient package applied in very slow release form distributed at the root zone has performed well in correcting nutritional deficiencies. The addition of a liquid Manganese, Magnesium and Iron drench will also speed up the correction process. It will take some time to fully correct, however the new growth that flushes will be healthier and the trees will have improved vigor and growth.

### **As a side note;**

The shrubs and groundcover are also growing in the same soil base (Soil Testing will take place a minimum of 2X per year) so it is likely that they are effected as well. We anticipate adhering to the contract specified blended fertilizers but will present recommendations based on soil test results and the actual response from specified products and materials. The objective is to satisfy their nutritional needs.

Palms require more nutritional & pest control care. We are prepared to provide supplemental fertilization and pest control services to guarantee green turf, healthy shrubs, insects under control, and happy residents!!!

### **SOIL TESTING IS VITAL**

Upon contract signing we will take multiple soil samples from turf, shrub beds and tree areas to determine the current soil conditions, available nutrient levels and PH. This information will be used to create a custom tailored program designed to address your properties needs.



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## Customer Service Process

1. Any/all request for additional work, repairs or concerns will be scheduled with our Customer Service Representative assigned to Harrison Ranch CDD. A 888 number will be provided and/or in lieu of calling, residents can utilize Harrison Ranch CDD email that will be set up if awarded the contract.
2. Out Customer Service Rep will send an email to Client Service Share folder (Egnyte) and distribution list assign to the job so the team will know immediately.
3. The distribution list contains General Manager, Account Manager, Supervisor, Lawn and Ornamental team, Irrigation team and any applicable departments as well as the Executive team.
4. If requested, the client's management or any other members can receive copies of the WO emails.
5. Our Customer Service Representative keeps a log of all CS emails/WO's issued.
6. She will follow up every 48 hours (depending on type of WO) until complete.
7. Once the issue is completed, she'll notify the client and close out the CS WO.
8. The Branch Manager and Account Management team reviews new, open, and closed WO's each Wednesday at their meeting weekly meeting.



# Systematic Operational Plan

## Hours Plan by Month Mowing & Detail

Mow / Detail Frequency Hours Per Month

Harrison Ranch Community Development Distirct	2	2	4	4	4	5	4	4	5	4	2	2	42
Maintenance	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
BASE MAINT HRS / MONTH	551	551	933	1004	1004	1254	1004	1004	1254	1004	551	436	10550
MOWING MANHOURS / MONTH	383	383	765	823	823	1028	823	823	1028	823	383	268	8353
DETAIL MANHOURS / MONTH	168	168	168	181	181	226	181	181	226	181	168	168	2197

Leadership	#
Branch Manager	1
Site Manager	1
Supervisors	2
Crew 6	5 days/WK
Irrigation Mgr.	1
Fert/Pest Mgr.	1
Customer Svc Rep	1



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# Operations Plan - Turf Services & Fertility / Pest Control Program

Harrison Ranch CDD	TURF AREAS - Frequency Calendar												
All Turf Areas   PER SCOPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Bahia Turf Areas (Max Height 4-4.5 Inches) 41-45 Cuts	2	2	4	4	4	5	4	4	5	4	2	2	42
POND Bahia Turf Areas ( Mow Height 4.5 Inches) Line Trim higher	2	2	4	4	4	5	4	4	5	4	2	2	42
St Augustine Turf Areas (Max Height 5 inches ) 41-45 Cuts	2	2	4	4	4	5	4	4	5	4	2	2	42
Hard/Soft Edging/Trimming (Each Mow Event) No Chemicals	2	2	4	4	4	5	4	4	5	4	2	2	42
Maintenance of Paved Areas (Line Trim & Post/Pre Herbicides)	4	4	5	4	4	5	4	4	5	4	4	5	52
Shell Path Maintenance (Each Mow Event)	2	2	4	4	4	5	4	4	5	4	2	2	42
Weekly Service Visits (Includes tasks other than mowing)	4	4	5	4	4	5	4	4	5	4	4	5	52
Blades sharp at all times   Equipped with Mulching Deck   Training & Special Care in Lake Bank & Wetland Areas  Trash Removal prior to mow   Clean up - all clippings, debris, dirt removed upon completion of work													
**Complete Fertilizer based on Soil Test + PreM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
All Bahia Sod			**Complete Fertilizer   PreM	Soluble N 0.5 lbs/1000SF		SRN 1.0 lbs/1000 SF		Fe Foliar 2 oz./3-5 GL H2O/1000 SF		**Complete Fertilizer   PreM			5
All St Augustine Sod		**Complete Fertilizer   PreM		Soluble N 0.5 lbs/1000SF	SRN 1.0 lbs/1000 SF		Fe Foliar 2 oz./3-5 GL H2O/1000 SF	SRN 1.0 lbs/1000 SF		**Complete Fertilizer   PreM			6
Comply with Manatee County Fertilizer Ordinance   Submit fertilizer label   Fert w/Iron removed from all hard surfaces   Soil testing 2X & based on need   Fert Ring of Responsibility from any surface water (10 Feet)   Deflectors Shields													
Weekly Service Inspections ID & Eradication	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	52
Turf Disease Control   Monthly   As needed   Proper Fert Mow Water Mgmt	x	x	x	x	x	x	x	x	x	x	x	x	1 P M
Turf Insect Control   Monthly   As needed   Proper Fert Mow Water Mgmt	x	x	x	x	x	x	x	x	x	x	x	x	As needed
Fire Ant Control   Mound and Broadcast Treatments	x	x	x	x	x	x	x	x	x	x	x	x	As needed
Eliminate  minimize populations of turf damaging insects including Chinch Bugs Caterpillars Billbugs & Mole Crickets   Treat Fire Ant Mounds when detected   Provide Price for Top Choice option													
Weed Control (Pre & Post Emergent)	x	x	x	x	x	x	x	x	x	x	x	x	As needed
Proper fertilization, mowing, & water management practices to promote weed resistant turf													
Irrigation System Monitoring & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Test & Inform each pump at design capacities (Weekly)	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	52
Inspect & Test Monthly   All routine repairs are included in contract   Controllers   Water Sources   Irrigation Systems   Report - Operation time - Start time - Maint. Items performed - Comments & Recommendations													



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# Operation Plan - Ornamental Plant Services & Fertility Program

Harrison Ranch CDD	Trees Palms  Shrubs Ground Cover   Color- Frequency Calendar												
All Plant Material   PER SCOPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Pruning deciduous trees when dormant	X	X									X	X	
Pruning evergreen trees early summer & fall							X	X	X	X			
Pruning ornamental shrubs as needed & per schedule	X	X	X	X	X	X	X	X	X	X	X	X	12
Maintain at all times 8-10 Ft. Clearance (Walks, park lots, roads)	X	X	X	X	X	X	X	X	X	X	X	X	12
Palm pruning as needed	X	X	X	X	X	X	X	X	X	X	X	X	12
Ongoing - remove sucker growth at base   1x per Year maintain central leaders & remove crossed limbs   Remove dead/broken branches as needed   Branches kept off buildings & objects													
Shaping, grooming and the removing of dead or diseased vegetation for shrubs and ground covers   Required heavy pruning Feb. Mar, Apr or, if flowering shrub, after their major bloom period													
Planted Areas, Pavers, Amenity , Walks - Weed Control	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	As needed each visit
Performed both manually and/or Pre & Post Emergent, with approval from Client  Quarterly hand removal invasives along main road and view corridors													
Shrub, Tree, & Groundcover Fertilization (4-6 lbs N/1000 SF/YR)			**Complete Fertilizer   Soil Test		**Complete Fertilizer   Soil Test					**Complete Fertilizer   Soil Test			3
Shrub, Tree, & Groundcover Fertilization (4-6 lbs N/1000 SF/YR)			50% N Slow-Release form		50% N Slow-Release form					50% N Slow-Release form			
Palm Fertilization (8 - 2 - 12 - 4) with micronutrients - slow release			1.5 lbs per 100 SF Palm Canopy		1.5 lbs per 100 SF Palm Canopy				1.5 lbs per 100 SF Palm Canopy		1.5 lbs per 100 SF Palm Canopy		4
Palm fertilizer applied by hand in a uniform manner, broadcast evenly under the dripline of canopy, 6" from the palm trunk													
Weekly Service Inspections ID & Eradication	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	52
Insect & Disease Control   Trees, Palms, & Plants	X	X	X	X	X	X	X	X	X	X	X	X	IPM/As needed
Palms susceptible to Lethal Yellowing and/or TPPD Texas Phoenix Palm Decline - cost of Inoculation included as separate line item in bid   Identify species & supply list for quarterly injection													
Irrigation System Monitoring & Maintenance	X	X	X	X	X	X	X	X	X	X	X	X	12
Test & Inform each pump at design capacities (Weekly)	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	52
Monthly checks - clock rain sensor run each zone minor adjustments clean filters  water schedules approved by management  after hours emergency service call													
Service Requests	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	52
All service requests within 24-48 hours and follow up with verification of issue resolution upon completion													
Installation of Mulch (Top Dress currently landscape areas) Beds/Rings				X						X			2X Top Dress
Installation at Amenity/Pool Facility				X						X			2X Top Dress
Installation of Mulch (Lakes & Ponds)				X						X			2X Top Dress
3 " depth Grade "A" Medium Pine Bark Mulch   Neat & defined lines along edges of all mulched areas   Properly trench all bedlines adjacent to concrete surfaces   3" depth & beveled to reduce mulch washout													
Emergency and/or Diaster Services	In the event of Emergency or Disaster - Provide Commitment Equipment Response Assessment Plan Rates Recovery Assistance												


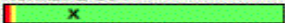





















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# Soil Testing 2 X Per Year & as needed Program

<b>Result/Comparative</b> <b>Potassium</b> 96.50lbs/A. / <b>K - Deficient</b> Normal: 175-250 lbs/A. 	<b>Recommendation</b> Potassium is a limiting factor to plant health and quality. Potassium is essential for stomata and enzyme regulation. Apply sulfate of potash at 2 lbs per 1000 sq. ft. or Gravity 0-0-30 at 8 fl oz per 1000 sq. ft.	<b>Result/Comparative</b> <b>CEC</b> 12.60. / <b>CEC - Adequate</b> Normal: 2-50 	<b>Recommendation</b> CEC levels are acceptable for retaining nutrients.
<b>Phosphorous</b> 38.20lbs/A. / <b>P - Responsive</b> Normal: 40-65 lbs/A. 	Phosphorous is potentially a limiting factor to plant health and quality. Phosphorous is essential for energy movement. Consider applying a granular product high in Phosphorous or Gravity L Amp at 3.2 fl. oz./1000 sq. ft.	<b>OrganicMatter</b> 2.70% / <b>O.M. - Adequate</b> Normal: 1-25 % 	Organic Matter levels are acceptable for retaining nutrients and water in the soil.
<b>Calcium</b> 4,403.20lbs/A. / <b>Ca - Excessive</b> Normal: 750-1500 lbs/A. 	Some nutrients when excessive can cause issues with the uptake and utilization of other nutrients. Consult your agronomist.	<b>SoilpH</b> 7.30. / <b>pH - Adequate</b> Normal: 6-7.5 	Soil pH is in the acceptable range.
<b>Magnesium</b> 297.40lbs/A. / <b>Mg - Excessive</b> Normal: 150-250 lbs/A. 	Some nutrients when excessive can cause issues with the uptake and utilization of other nutrients. Consult your agronomist.	<b>BaseSat</b> 98.20% / <b>Base Saturation - Adequate</b> Normal: 95-100 % 	The Cation Exchange Capacity is mostly filled with cations.
<b>Sulfur</b> 28lbs/A. / <b>S - Excessive</b> Normal: 10-25 lbs/A. 	Some nutrients when excessive can cause issues with the uptake and utilization of other nutrients. Consult your agronomist.	<b>CaSAT</b> 87.40% / <b>Ca Saturation - Excessive</b> Normal: 65-80 % 	Some nutrients when excessive can cause issues with the uptake and utilization of other nutrients. Consult your agronomist.
<b>Boron</b> 0.20ppm / <b>B - Deficient</b> Normal: 0.5-1.5 ppm ppm 	Boron is a limiting factor to plant health and quality. Boron is essential for cell development and elongation. Apply Max-In® Boron at 1 fl. oz./1000 sq. ft.	<b>MgSAT</b> 9.80% / <b>Mg Saturation - Responsive</b> Normal: 10-20 % 	Magnesium is potentially a limiting factor to plant health and quality. Magnesium is essential part of the chlorophyll molecule. Consider applying Mikropak at 1 oz./1000 sq. ft. or Max-In® Magnesium at 1 fl. oz./1000 sq. ft.
<b>Copper</b> 1.80ppm / <b>Cu - Responsive</b> Normal: 2-5 ppm 	Copper is potentially a limiting factor to plant health and quality. Copper is essential for enzyme activation. Consider applying Max-In® Copper at 0.5 fl. oz./1000 sq. ft.	<b>NaSAT</b> 1.80% / <b>Na Saturation - Adequate</b> Normal: 0.5-3 % 	Sodium should not be a limiting factor in plant health and growth.
<b>Iron</b> 81.70ppm / <b>Fe - Adequate</b> Normal: 80-110 ppm 	Iron should not be a limiting factor in plant health and growth.	<b>KSAT</b> 1% / <b>K Saturation - Deficient</b> Normal: 2-5 % 	Potassium is a limiting factor to plant health and quality. Potassium is essential for stomata and enzyme regulation. Apply a granular product high in Potassium or Actaphos at 3 fl. oz./1000 sq. ft.
<b>Manganese</b> 16ppm / <b>Mn - Deficient</b> Normal: 30-40 ppm 	Manganese is a limiting factor to plant health and quality. Manganese is essential for enzyme activation. Apply Gravity™ L 12-0-0 at 4 fl. oz./1000 sq. ft. or Mikropak at 1.5 oz./1000 sq. ft.	<b>CaMg</b> 8.90. / <b>Ca/Mg Ratio - Excessive</b> Normal: 5-8 	The soil contains either excess Calcium or too little Magnesium. Consider applying Magnesium to reduce the ratio.
<b>Sodium</b> 26.50ppm / <b>Na - Responsive</b> Normal: 30-110 ppm 	Sodium is a limiting factor to plant health and quality. Sodium is essential for water movement. Sodium is generally not applied. Consult your agronomist.	<b>MgK</b> 10. / <b>Mg/K Ratio - Excessive</b> Normal: 1.5-4 	The soil contains either excess Magnesium or too little Potassium. Consider applying Potassium to reduce the ratio.
<b>Zinc</b> 3.40ppm / <b>Zn - Adequate</b> Normal: 2-5 ppm 	Zinc should not be a limiting factor in plant health and growth.		

Soil testing is highly recommended by the University of Florida (and Duval does it) to determine the nutrient deficiencies of the turf and landscape before applying fertilizer. Reports contain the results of tests (soil pH, ppm extractable P, K, Mg, and Ca, a rating of the P, K, and Mg (very high to very low), and a fertilization recommendation. The recommendation is composed on two parts: (1) the rates of N, P2O5 K2O fertilizer to apply and (2) footnotes that give important information about fertilization management such as timing, special plant requirements, etc. Testing of the irrigation water will be tested as well if response below standard.



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# Monthly Irrigation Inspections

## Duval Landscape Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name:	
Location			Location				Location:	
Type/Size			Size				Technician:	
Rain Gauge	Y	N	Source	Meter	Well	Pump	Date of Inspection:	
Power On	Y	N					Inspection # : of in contract	
General Information			Backflow	Y	N	Inspection Start Time:		
Valve Type			PRV	Y	N	Inspection End Time:		
Adequate Coverage	Y	N	Master Valve	Y	N	Set to Run: Odd Even Every Days		
						or Days of the Week: S M T W T F S		

		Repairs Proposed (P) or Completed (C)																		
Controller	Plant Type	Pipes		Valves		Broken Heads			Adjustments											
Zone	Head Type (Rotor, Spray, Drip, etc.)	Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (4")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Impact Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Comments and Recommendations
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24																				

Comments

## Duval Operations Standard for Turf Irrigation

Irrigated turf areas are free from dry, muddy or over-irrigated areas and water coverage is uniform.

### Specifications:

Irrigated turf areas are uniformly watered providing a turf appearance that is consistent throughout.

- Monthly / Weekly System Inspection
- ✓ Regular zone inspections for proper coverage
- ✓ Clean and adjust heads/emitters
- ✓ Weekly pump station inspections
- ✓ Quarterly diving for filter inspection & cleaning
- ✓ Seasonal adjustment for water needs
- ✓ Emergency after hours call service
- ✓ Water Truck when required
- ✓ Reporting



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Job Name	_____	Date	_____
Address	_____		_____
City	_____	Supervisor	_____
State	_____	Job #	_____

**TURF EVALUATION**

Primary Turf Type (or Multiple Types): \_\_\_\_\_

☐ Turf Type NOT Appropriate for the Site

☐ Turf Quality - NOT Healthy, Dense and Vigorous

☐ Existing Damage to Turf

☐ Significant Turf Weed Problems

☐ Significant Turf Insect or Disease Problems

**TREES & SHRUBS EVALUATION**

<input type="checkbox"/> Dead Plant Material	<input type="checkbox"/> Shrubs Significantly over 36" or Touching Building
<input type="checkbox"/> Significant Insects or Disease	<input type="checkbox"/> Plant Material Blocking Visibility into/out of Parking Lot
<input type="checkbox"/> Missing Plant Material	<input type="checkbox"/> Plant Material Requiring Significant Pruning
<input type="checkbox"/> Damaged Trees or Shrubs	<input type="checkbox"/> Improper Pruning of Plant Material (Shearing into balls/boxes)
<input type="checkbox"/> Tree Blocking Signage	<input type="checkbox"/> Palm Trees Require Debooting
<input type="checkbox"/> Tree Touching Building/Awning	<input type="checkbox"/> Palm Trees in need of Extensive Pruning

**BEDS & GENERAL SITE CONDITIONS**

<input type="checkbox"/> Bed Edges Not Defined	<input type="checkbox"/> Damage to Building/Sign/Fence	<input type="checkbox"/> Excessive Crack Weeds
<input type="checkbox"/> Hard Edges Not Defined	<input type="checkbox"/> Excessive Debris to Remove	<input type="checkbox"/> _____
<input type="checkbox"/> Less than 2" Mulch in Beds	<input type="checkbox"/> Excessive Weeds in Beds	<input type="checkbox"/> _____

Area Manager or Crew Supervisor's Signature \_\_\_\_\_

**COMMENTS** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Managing Quality

## Initial Landscape Assessment

GOAL is to identify issues, obstacles, and challenges prior to starting service. We'll prioritize home list, document and take photo's of findings and develop game plan to remedy issues swiftly and/or communicate expectations time-line.

- If bigger than just a maintenance issue we'll make recommendations before we start service



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# Weekly | Monthly Quality Reviews

## LANDSCAPE QUALITY AUDIT

Property Name						
Street Address						
City, State						
Job #						
Customer #						
Date of Report						

CATEGORY RATING CRITERIA						
5	Exceptional					
4	Exceeds Requirements					
3	Meets Requirements					
2	Needs Improvement					
1	Does Not Meet Requirements					
Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.						

	1	2	3	4	5	Submit Proposal	Comments
<b>1.0 LAWN</b>							
1.1 Mowing Lines /Turf Cut							
1.2 Edging							
1.3 Lawn Fertility							
1.4 Weed Control							
1.5 Insect and Disease							
1.6 Irrigation							
<b>LAWN TOTAL</b>	0	0	0	0	0		
<b>2.0 SHRUB BEDS</b>							
2.1 Pruning							
2.2 Plant Fertility							
2.3 Weed Control							
2.4 Mulch							
2.5 Insect and Disease							
2.6 Irrigation							
<b>SHRUB BED TOTAL</b>	0	0	0	0	0		
<b>3.0 SEASONAL COLOR</b>							
3.1 Overall Appearance							
3.2 Pruning							
3.3 Plant Fertility							
3.4 Weed Control							
3.5 Insect and Disease							
3.6 Irrigation							
<b>SEASONAL COLOR TOTAL</b>	0	0	0	0	0		
<b>4.0 GENERAL SERVICE</b>							
4.1 Parking Lots/Sidewalks							
4.2 Debris Pick Up/ Blowing							
4.3 Proactive Suggestions							
4.4 Response Time							
4.5 Consistency of Service							
4.6 Communication w/ TruGreen							
<b>GENERAL SERVICE TOTAL</b>	0	0	0	0	0		

REPORT SUMMARY	Category Score	Div by	Number of Categories Audited	Avg Quality Rating	Check Appropriate LQA Rating	
1.0 LAWN	0		0	#####	#DIV/0!	Exceptional (5.0)
2.0 SHRUB	0		0	#####	#DIV/0!	Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR	0		0	#####	#DIV/0!	Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE	0		0	#####	#DIV/0!	Needs Improvement (2.0-2.9)
<b>TOTAL SCORE</b>				#####	#DIV/0!	Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL		
Client Signature: _____	Print Name: _____	Date: _____

The Landscape Quality Audit is based on a set of written Standards that are to be used to determine the score for each Subcategory in the landscape that is being rated.

- ✓ **Weekly Site Inspections** with association representative or designate.
- ✓ **Monthly Quality Site Review** conducted by Duval Management and Duval site management. The review specifically evaluates attributes of the of the landscape services provided such as turf condition, ornamental bed maintenance, flower program, irrigation system, and general site conditions. The goal is to meet and exceed current specification, improve lower scored areas quickly, utilize to analyze property trends from month-to-month and by the quarter. It's also used for field crew training and reward & recognize for the Duval site team when performance improves and maintained.



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# Managing Quality

## INSPECTION RATING

**Category Inspection Ratings** – the rating below shall be used to evaluate which rating shall be given to each of the four overall categories (Lawn, Shrub, Seasonal Color and General Service) on the Landscape Quality Audit. The same scoring procedure should be applied to the Total Audit Score as well. The overall result of the audit should always be calculated and applied to the form. Improvement from audit period to audit period should be based on the total audit scores. Following this section are the criteria for rating each of sub-categories on the Landscape Quality Audit.

**Exceptional** - A category shall be awarded an exceptional rating when an average overall quality rating of 5 is achieved by adding sub-category scores and dividing the total by the number of sub-categories audited. Exceeds Requirements – A category shall be awarded an exceeds requirements rating when a score between 4.0 and 4.9 is achieved by adding the sub-category scores and dividing the total by the number of sub-categories audited.

**Meets Requirements** - A category shall be awarded a meets requirements rating when a score between 3.0 and 3.9 is achieved by adding the sub-category scores and dividing the total by the number of sub-categories audited. Below Requirements - A category shall receive a below requirements rating when a score between 2.0 and 2.9 is calculated by adding the sub-category scores and dividing the total by the number of sub-categories audited.

**Does Not Meet Requirements** - A category shall receive a below requirements rating when a score between 1.0 and 1.9 is calculated by adding the sub-category scores and dividing the total by the number of sub-categories audited.

**Not Applicable** - Where a sub-category does not pertain to a particular Client, is not included in the contracted scope of work, or the service is in dormancy, an "X" shall be placed in the Not Applicable space for that category

## EXAMPLE OF STANDARDS UTILIZED

### CATEGORY - SHRUB BEDS Pruning

**Exceptional** – Trees, shrubs and groundcover are free of dead, dying and diseased material below 12-ft height. Correct form and structure are maintained. Cuts are made at the branching collar so as not to leave stubs nor cut into the trunk. Pruning cuts are made with hand pruners. Shears have only been used on formal hedges or in conjunction with renovative pruning. Shoots of aggressive new growth that have hardened off have been pruned to maintain a natural and neat appearance. Safety issues (i.e. hanging over walkways, etc.) are addressed. Plants are contained within their growing area.

**Meets Requirements** - May have some trees, shrubs and groundcover with minor die back below 12-ft height, but not more than 10% of the plant. Trees, shrubs and groundcover generally show correct form and structure and safety items are addressed. Cuts are made at the branching collar so as not to leave stubs nor cut into the trunk. Pruning cuts are made with hand pruners. Shears have been used on some plant material other than formal hedges or in conjunction with renovative pruning. Some shoots of aggressive new growth that have hardened off have not been pruned resulting in an undesirable appearance. Plants may extend up to 6" beyond their growing area.

**Below Requirements** - Many trees shrubs and groundcover have die back of greater than 10% below 12-ft height. Some limbs, shrubs and groundcover show incorrect form and structure. One or more safety items are not addressed. Cuts have left stubs or have been cut into the trunk. Shears have been used on more than 50% of plant material other than formal hedges or in conjunction with renovative pruning. Virtually no shoots of aggressive new growth that have hardened off have been pruned resulting in a very undesirable appearance. Plants extend over 6" beyond their growing area.



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# Employee Appearance & Code of Conduct Program

- ✓ Employees must be clean, neat, and wear a proper uniform bearing Duval Landscape Maintenance
- ✓ Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and ear plugs
- ✓ No alcoholic beverages permitted on the property
- ✓ No employee shall be intoxicated while on property
- ✓ Show respect to all individuals on the property at all times
- ✓ No weapon of any kind is permitted
- ✓ The use of profanity or provocative language is prohibited
- ✓ Contractor shall not allow unauthorized persons on property
- ✓ No radios or loud music on property



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# Safety for Harrison Ranch Residents and Duval Staff

Safety as a whole is one of our primary operational focuses. We combat work related injuries and damage to clients properties through the implementation of these safety policies.

## **Maintenance Operations;**

- All employees are clothes in ANSI II compliant uniforms. This provides high visibility for our work force, and security for your residents.
- At any time a pedestrian or cyclist is within 200 ft. of a maintenance worker, he or she is to turn off mower blades or stop string trimming or edging operations until the pedestrian or cyclist passes.
- All mowers have flash beacons mounted to the roll over protection apparatus.
- Worker ahead signage will be placed at each street entry where employees are performing mowing operations.
- Small walk behind mowers have discharge guards in place and mulching blades installed which eliminate grass and debris discharge. These guards reduce vehicle damage as well as damage to property by eliminating thrown debris.
- Large area mowers are rear discharge. Rear discharge eliminates thrown debris.
- All string trimmer and edger guards are in place maintaining OSHA safe guarding requirements.
- Employees are all required to follow all OSHA guidelines regarding personal protections equipment. Eye protection, ear protection, gloves and machine guarding are all in place as required by law.

## **Chemical Applications;**

- Prior to the start of a chemical spray cycle, the property manager will be notified 1 week in advance. We will post to local bulletin boards our spray schedule as well.
- Daily applications or spot treatments will be done as needed, and the areas posted as required under FL 827.1 rule.



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# Duval Landscape Maintenance Safety Plan

## Responsibilities

### Senior Managers / Managers

- Ensure that safety is adequately budgeted for the department, job, etc.
- Communicate safe work practices regularly within the department.
- Attend departmental and company-wide safety meetings.
- Formally recognize outstanding safety performance by any/all personnel.
- Assist the Supervisor/Superintendent or any other personnel with the safety process as needed or as requested. This can include formal worksite periodic inspections.
- Uphold and enforce all known safe work practices.

### Supervisors / Superintendents

- Ensure new-hire orientation is given to new employees, or is followed up at the work level
- Ensure employees are given training that includes safe work practices on equipment, tools, machines, processes, etc.
- Personally conduct--or designate a qualified personnel to conduct-- regular inspections of the workplace
- Conduct frequent (daily) work discussions prior to the start of work that include safe work practices
- Uphold and enforce safe work practices. This includes influencing safe behavior by positive reinforcement such as recognition of worker's safe work performance, and/or monetary or gift awards for safe behavior. Enforcement action can also influence safe behavior when applied towards workers who blatantly perform unsafe acts, or who continually perform in an unsafe manner
- Investigate all incidents and take immediate corrective action to prevent re-occurrence
- Provide safety meetings on a regular basis and require attendance of all workers





# Duval Landscape Maintenance Disaster Relief Plan

Once a named storm is identified to be a potential threat, the disaster readiness process will be put into motion. We will immediately perform the following;

- Stockpile 500 gallon of fuel for use in equipment such as chain saws, tractors and skid steers.
- Deliver skid steers, loaders and chippers to the site for use if required.
- Provide the rental of pumps to reduce standing water, empty swimming pools for transfer storm water to outfall areas.
- Our tree division is available as a direct hire from residents or association for emergency services.
- Our landscape division can assist with the repair or replacement of any damage to the landscape. May include staking and guying trees, removal of damaged material for area assessment at a later date.

In place of normal maintenance operations, the man power could be utilized to;

- Remove pool furniture and secure
- Move potted plants to secure location
- Take down awnings, flag, banners
- Assist residents with securing their individual properties once the common areas have secured
- Pump out swimming pools if so inclined

Our process for clean-up is as follows;

- After any down power lines have been secured, and the potential for bodily injury has passed, we will access the site, working with the property management company determine the best course of action. Roads and travel lanes will be cleared first so emergency vehicles have access.
- Once travel lanes are cleared, we will focus on pedestrian avenues.
- After insurance providers have reviewed the damage, we can begin the removal of downed trees that may have affected structures. (Return to property to clean maintained state will be the goal)



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# Duval Landscape Maintenance Training Plan

**Company training process.** Below is an overview of the lengths we take to insure our workforce is fully trained and on the cutting edge of landscape technologies. All employees are fully trained prior to setting foot on a clients property. We don't rely on a resume, we rely on experience that can be validated and documented.

## **Base Level Employee Training Crew Member 1**

- Objective is to provide each new crew member with the base foundation of landscape maintenance principles and practices. Each new employee will be provided this base training prior to advancing to Crew Member 2 advanced training. Crew Member 1 training covers topics including;
  - Personal protection equipment required when using motorized landscape maintenance equipment
  - Safe operation of each varied piece of equipment – entry level
  - Proper maintenance and upkeep of motorized landscape maintenance equipment
  - Pedestrian and public safety processes
  - Equipment storage and secured transportation
  - Fueling guidelines; proper fuel mixing and refueling safety
- Once this training session is completed, the employee is placed on a working crew. Regardless of experience level he or she will undertake the Crew Member 2 training modules. Each module has a specific set of objectives and goals. Most are geared towards safety and uniform quality.

## **Base Level Employee Training Crew Member 2**

- After the initial training is completed, each employee will be scored based on three criteria.
  1. Initial knowledge
  2. Pace of work
  3. Quality and understanding of function to be completed
- When scoring is complete, the employee receives a report card outlining areas that need to be improved upon. These improvements will require additional crew member 2 topics. Prior to an employee being placed on a “B” level of higher property, all modules must be completed satisfactorily. The modules for crew member 2 include;
  1. Proper edge lines along hardscape and soft scape
  2. String trimming around live obstacles
  3. Shrub trimming basics
  4. Hand pruning basics
  5. Push mower operation
  6. Use of power blowers



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### Advanced Employee Training

Advanced crew member training modules cover more advanced training for the team members that show the desire to become lead men. The modules are very similar in nature, with each focusing on safety and overall uniform quality, but the processes are more advanced. The trainers go into detail as to;

#### Crew Member 1 – Mower Operations

- Why is it vital to use sharp mower blades, the results and injury when using dull or damaged blades.
- Cross cutting and mower path changes to reduce tire depressions and create a more healthy turf grass.
- Choosing the correct mower for the application. One size does not fit all.
- Material discharge. Issues with lakes and streams. Reducing Nitrogen and Phosphorus by eliminating waste being blown into water bodies.
- Striping. How to create mow patterns that are visually appealing.
- Mower maintenance and light repair. Proper deck adjustment, cutting heights and anti scalping methods.

#### Crew Member 2 - Trimming and Pruning Operations

- Guidelines for trimming woody ornamentals. Proper timing, pruning for form and function, pruning to reduce size, rejuvenating plants through heavy cut backs.
- Ornamental grass pruning.
- Small tree pruning for safety, visual appeal and overall tree health.
- Hand pruning of suckers, random shoots and dead branches.
- Disease removal, tool cleaning so as not to transport disease.
- Pruning for spring flowering ornamentals such as Azalea and Camellia.
- Palm pruning basics and safety.

### Advanced Employee Training – Horticultural Basics

Knowledge of horticultural basics by the crew member enhances the overall quality of the project by providing several and in some cases many sets of additional eyes. If a potential lead man has the drive and desire we will provide them with advanced horticultural training. By understanding what a healthy plant, turf grass or tree should look like, we can train them to spot something “out of the ordinary”. The process begins with an overall site visit to one of the properties the employee is working on. With the trainer in tow, they will walk the project looking for out of the ordinary items. This could be;

- Dryness or possibly Chinch bugs – we show them how to determine the difference in real time, in a real world situation.
- Insect activity on woody ornamentals. Are there parasitic wasps present? Is there honeydew or sooty mold present that would indicate the presence of Aphids, Thrips, or Mealy bugs?
- What about heavy aviary feeding? Are these areas with birds walking and feeding? This may indicate Sod Webworms or Armyworms.
- Plant diseases or nutritional deficiencies are a bit trickier. Again we are looking for the out of the ordinary. We are not necessarily looking for a diagnosis, but for a crew member to be able to spot the issue and the follow the proper prodigal.....reporting.
- Also provided are small flip books with pictures of the plants, trees and palms with the issues present. This reinforces the educational process.



### Cross Training Basics

Cross training allows us to recognize each individual's strong suits. Does someone have a knack for irrigation, detail, mowing, horticulture or landscape installation? With our cross training process we can develop stronger employees who are well rounded, able to step into other roles when needed, but more importantly thrive by doing what they enjoy doing. Each employee is trained in the following areas;

- Landscape Maintenance
- Detail and trimming
- Horticulture, spraying, pest and weed identification
- Irrigation service and repair
- Landscape construction and enhancements

### Supervisor and Manager Training

All supervisors and above must have the following credentials prior to moving into that position.

- Florida certified Best Management Practices (BMP) course completion.
- Annual Florida Department of Consumer Services (DACS) ID applicator spray card and required CEU's and annual training (40 hours).
- Florida Nursery Growers Landscape Association (FNGLA) Certified Horticultural Professional designation. This is a comprehensive knowledge based certificate covering all areas of the landscape industry.

Once promoted, they begin our in house training program. Duval Landscape truly believes knowledge is power, and by providing our high level employees with the tools needed they become knowledgeable industry professionals. For example, we have at their disposal;

- Industry professional mentors who on a regular basis offer seminars and training keeping us on the cutting edge of landscape technologies. New products are introduced regularly, and we have become a spring board for our local marketplace. We test, evaluate and recommend many different products annually.
- Trade shows, local and nationally provide our team with access to the best in training from some of the country's finest professionals.
- Required reading. We require our supervisors and managers to read industry publications where in a round table format we discuss how to implement many of the ideas within our work force.
- Videos, training manuals, safety and industry specific "tune up tools" keep them sharp, focused and prepared.
- Weekly training is conducted by our in house safety manager insuring each of our crews operate in a safe, effective and proper manner.



**Check out [www.duvallandscape.com](http://www.duvallandscape.com) and see client testimonials and jobs we service**

## References

**Duval client references and contact information.**

### **Island Walk HOA – #1856 Home Community \$1.5M Contract**

6155 Town Center Circle

Naples, FL 34119

Lee – Property Manager

239-293-3973

All landscape services, including mowing, fertilization, trimming, mulch, palm trimming, irrigation and enhancement services.

**Acres Managed 253 ac**

### **Flagler Development \$650K Contract**

12735 Gran Bay Pkwy Jacksonville, FL 32258

Todd Lawn – 904-612-1125 / [Tlaw@crockerpartners.com](mailto:Tlaw@crockerpartners.com)

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

### **Flagler Center Owners Association \$600K Contract**

Gran Bay Parkway Jacksonville, FL 32258

Brian Baker – 904-686-4844 / [Brian.baker@flaglerdev.com](mailto:Brian.baker@flaglerdev.com)

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

### **Jullington Creek CDD \$215K Contract**

350 Plantation Club Parkway

St Johns, FL 32259

Jeff Branch – Manager

904-438-2553

All landscape services, including mowing, fertilization, trimming, mulch, palm trimming, irrigation, and enhancement services

### **Murabella CDD \$275K Contract**

475 West Town Place, Suite 11

St Augustine, FL 32092

Lourens Erasmus – Manager

904-536-6219

Full landscape service contract – mowing, fertilization, pest control, trimming, mulch, palm trimming, irrigation, and enhancement services

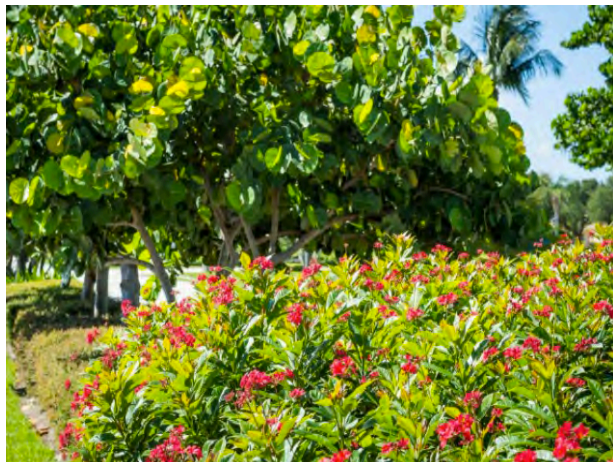


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# Duval Landscape Maintenance Client Pictures



## Core Values



### Unsurpassed Customer Service

Our customers expect and deserve the best in customer service. We work hard to ensure all our customers receive the best service.



### Superior Quality

We care about delivering the best quality. We find quality labor and materials to achieve the best outcome for your landscaping services.



### Consistent Communication

Installing and maintaining the quality of our customer's landscaping starts with consistent communication. We work to ensure that your landscaping stays in top condition year-round.



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# Duval Landscape Maintenance Client Pictures



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# Duval Landscape Maintenance Client Pictures



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# Duval Landscape Maintenance Client Pictures



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# Duval Landscape Maintenance Awards

## Awards

### NATIONAL LANDSCAPE AWARDS OF EXCELLENCE

- GRAND AWARD- Flagler Center
- GRAND AWARD- Flagler Center
- MERIT AWARD- Campfield Condominium Association
- MERIT AWARD- Summer House in Old Ponte Vedra
- MERIT AWARD- Deerwood Park South



**2017 GRAND AWARD WINNER**  
for  
**Blue Cross Blue Shield of Florida  
Deerwood Park Campus**  
Duval Landscape Maintenance LLC



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## Company Owned Equipment

Duval Landscape Maintenance currently has Six (6) branch locations spread across the state of Florida and has the financial capital to expand further. This allows equipment and resources to be pulled from around the state during peak growing seasons. Duval Landscape Maintenance Owns all of its equipment and has the capacity to acquire fleet vehicles as well as additional equipment through an outstanding line of credit.

**Equipment Maintenance Plan** : All equipment is evaluated on a weekly basis by our inhouse mechanic team. They are able to assess and repair equipment.

### Replacement Schedule

Mowers, Tractors, Small Mowers:

24-36 Months

2-Cycle Equipment:

12 Months

Quantity	Duval Landscape Maintenance Current Equipment Inventory
12	2015-16 Ford F 450 Super Duty Dump
22	2014 Ford F – 250 Crew Cabs
11	2014-16 Ford Transit Irrigation Van
8	2014 Spray Rigs / Units   Z Spray
58	52-72" Gravely Toro Mowers
6	John Deer Batwing (3 – 15' / 3 12')
5	72" Hustler High Capacity
5	Kubota Batwing (1-12' / 1 15')
6	Kubota RTV 1140 Diesel
1	Skid Steer
6	2012-15 Tractor w/Bush Hog



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Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM24301

BOUCHER, GREGORY  
13241 EUCALYPTUS DR  
JACKSONVILLE, FL 32225

Categories  
5A, 6

Issued: June 13, 2016

Expires: June 30, 2020

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

FLAGLER COUNTY AUTHORIZED CONTRACTOR  
GENERAL PUBLIC PRACTICE LICENSE



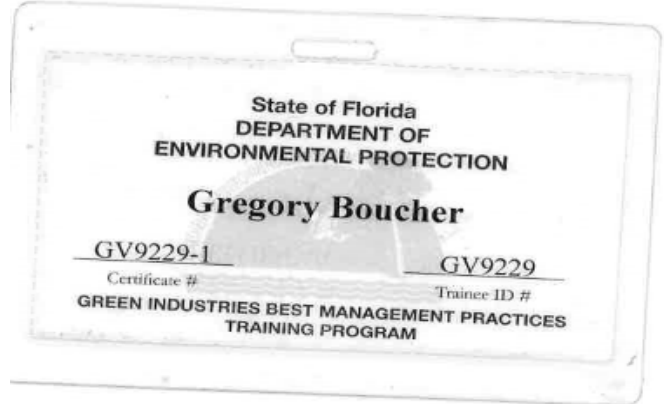
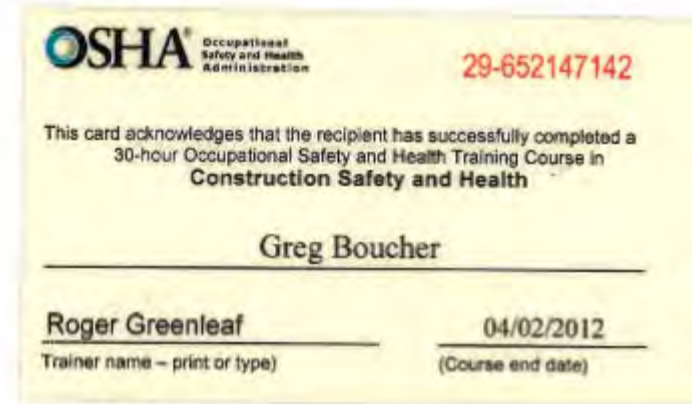
LICENSE NUMBER: FC10324  
COMPANY NAME: DUVAL LANDSCAPE MAINTENANCE LLC  
QUALIFIER NAME: GREGORY A. BOUCHER  
LICENSED AS: IRRIGATION/SPRINKLER CONTACTOR  
LICENSE EXPIRES: SEPTEMBER 30, 2019  
ISSUED BY: ED RODRIGUEZ CONTRACTOR LICENSING

(386) 313-4076 Licensing  
(386) 313-4084 Code  
(386) 931-3744 Cell  
(386) 313-4102 Fax  
erodriguez@flaglercounty.org

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

Ed Rodriguez, Level IV, CEP  
CODE ENFORCEMENT SUPERVISOR  
CONTRACTOR LICENSING  
Growth Management / Code Enforcement

1769 East Moody Boulevard  
Building 2  
Bunnell, Florida 32110  
www.FlaglerCounty.org



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11:25 AM

10/15/19

Accrual Basis

**DUVAL LANDSCAPE MAINTENANCE LLC****Profit & Loss**

January through September 2019

	Jan - Sep 19
Ordinary Income/Expense	
Income	11,512,897.67
Cost of Goods Sold	5,815,218.67
Gross Profit	5,697,679.00
Expense	
Facility Expenses	384,256.94
General & Admin	217,882.09
Personnel	2,007,565.48
Sales & Marketing	372,980.22
Vehicles & Equipment	896,165.06
62400 - Depreciation Expense	528,138.00
63300 - Insurance Expense	365,808.38
Total Expense	4,772,796.17
Net Ordinary Income	924,882.83
Other Income/Expense	
Other Income	116,988.02
Other Expense	89,350.99
Net Other Income	27,637.03
Net Income	952,519.86

11:23 AM

10/15/19

Accrual Basis

**DUVAL LANDSCAPE MAINTENANCE LLC**

**Balance Sheet**

**As of September 30, 2019**

	Sep 30, 19
<b>ASSETS</b>	
Current Assets	1,947,624.76
Fixed Assets	197,323.57
Other Assets	1,376,504.08
<b>TOTAL ASSETS</b>	<b>3,521,452.41</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	1,297,885.80
Long Term Liabilities	1,305,476.18
Total Liabilities	2,603,361.98
Equity	918,090.43
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,521,452.41</b>

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **Six Thousand Nine Hundred Forty-Three (6,943)** annuals in 4" pots two (2) times per year in designated areas (during the fall & winter rotations – September through November & December through February, respectively) and Two Thousand One Hundred Thirty-Three (2,133) perennials in 6" pots one (1) time per year for a six-month rotation (spring through summer – March through August). Contractor shall maintain flowers to ensure a healthy appearance. The Contractor will have the type of flowers to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve flower choice(s). Plants shall be hand watered at the time of installation. The Contractor will remove dead or dying plants before the appearance of such plants could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three or six months. (Dec., Mar., June, and Sep.)

Flower installation price shall include the removal of all dead plants prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any plants that die, fail to thrive or is damaged by insects/disease **up to within two weeks of the next rotation**. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all flower beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All flower beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" & 6" plants as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

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

[END OF SECTION]

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch      \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

Contractor shall install 2,133 (6”) perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$\_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch      \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation



And:

Contractor shall install 2,133 (6”) perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ \_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch      \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

Contractor shall install 2,133 (6”) perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$\_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch      \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

Contractor shall install 2,133 (6”) perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$\_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

**\*\*Bid Bond Attached\*\***

To: Duval Landscape Maintenance, LLC  
Attn: Daniel

Date: 10/16/2019

Attached, please find the bid bond for the following:

**Bid Date:** 10/18/2019      **Estimated Bid Amt:** \$10,000.00 – dollar amount  
**Owner:** Harrison Ranch Community Development District  
**Project:** Landscape and Irrigation Maintenance Services – Harrison  
Ranch Community District – Manatee County, Florida

**\*\*NOTE, should your bid exceed the above estimate by 10% or greater, we must be notified. Please call Tracey C. Brown-Boone, 727-209-1803.**

In order to maintain accurate records to better serve you, we request your assistance in providing bid results once they become available.

**PLEASE FAX RESULTS BACK TO 727-209-1335 or EMAIL: [tbrown@nielsonbonds.com](mailto:tbrown@nielsonbonds.com)**

**Results:**

<b>Contractor Name</b>	<b>Bid Amount</b>
Low Bidder_____	\$_____
2 <sup>nd</sup> Bidder_____	\$_____
3 <sup>rd</sup> Bidder_____	\$_____
*****If your bid exceeds the first three:	\$_____

Thank you for your assistance & **GOOD LUCK!**

Sincerely,

*Nielson, Wojtowicz, Neu*  
*& Associates, Inc. - Tampa Bay*



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Duval Landscape Maintenance, LLC  
7011 N. Business Park Blvd., #103  
Jacksonville, FL 32256

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of  
America  
One Tower Square  
Hartford, CT 06183

This document has important  
legal consequences. Consultation  
with an attorney is encouraged  
with respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

### OWNER:

(Name, legal status and address)

Harrison Ranch Community Development District  
9428 Camden Field Parkway  
Riverview, FL 33578

BOND AMOUNT: \$ \$10,000

Ten Thousand Dollars and 00/100

### PROJECT:

(Name, location or address, and Project number, if any)

Landscape and Irrigation Maintenance Services - Harrison Ranch Community District, Manatee County,  
Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of October, 2019

(Witness)

  
(Witness) Tracey E. Brown-Boone

Duval Landscape Maintenance, LLC

(Principal)

(Seal)

By:

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

(Title) Kevin Wojtowicz

Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Wojtowicz of St. Petersburg, FL, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

**Surety Bond No.:** Bid Bond  
**OR**

**Principal:** Duval Landscape Maintenance, LLC  
**Obligee:** Harrison Ranch Community Development District

**Project Description:** Landscape and Irrigation Maintenance Services - Harrison Ranch Community District, Manatee County, Florida

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

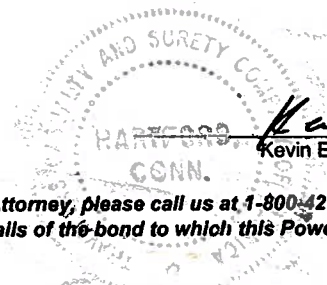
**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of October, 2019.



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

**PROJECT MANUAL**

**FOR**

**LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT Manatee County, Florida**

Notice is hereby given that the Harrison Ranch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available beginning **September 23, 2019 at 12:00 p.m.** through **Friday, September 27, 2019, 5:00 p.m.** The Project Manual may be purchased from the offices of Rizzetta & Co., Inc. located at 12750 Citrus Park Lane, Ste. 115, Tampa, FL 33625. Cost of the Project Manual is \$100. Checks should be made payable to Rizzetta & Co., Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

The mandatory pre-proposal meeting will be held on **September 26, 2019, at 10:00 a.m. (EST)**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. All Proposers are required to purchase the Project Manual. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit proposals no later than **October 18, 2019 at 10:00 a.m. (EST)** at Rizzetta & Company, Inc., 12750 Citrus Park Lane, Ste. 115, Tampa, Florida 33625, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its proposal. 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 received after the time and date stipulated above may be returned unopened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within seventy-two (72) hours after the day of the pre-proposal meeting. 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 with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager at 9428 Camden Field Parkway, Riverview, Florida 33578.

The Board will evaluate the proposals at a public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed **in writing by e-mail**

**only** to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com) with a copy to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com) and Lauren Gentry at [laureng@hgsllaw.com](mailto:laureng@hgsllaw.com) no later than **Wednesday, October 2, 2019, 4:00 p.m.**

## NOTICE OF SPECIAL MEETINGS

Unless certain circumstances exist where a public opening is unwarranted, all proposals will be publicly opened at a special meeting of the District to be held at **10:00 a.m. (EST), October 18, 2019**, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. The Board will evaluate the proposals at a special public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. A copy of the agenda for either meeting can be obtained from the District Office at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 or by phone at 813-933-5571.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above locations will be present a speaker telephone so that any Board Supervisor or staff member can attend the meetings and be fully informed of the discussions taking place either in person or by telephone communication. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations to participate in the meetings is asked to advise the District Office at (813) 933-5571, at least 48 hours before either 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 Office.

Harrison Ranch Community Development District  
Justin Croom, District Manager



## HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

### Landscape & Irrigation Maintenance Services Manatee County, Florida

#### INSTRUCTIONS TO PROPOSERS

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer**”) no later than October 18, 2019 at 12:00 p.m. at the offices of Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
September 20, 2019	RFP Notice is issued.
September 23, 2019	RFP package available for purchase.
September 20, 2019 to October 18, 2019	Site inspections available. <i>Please contact Justin Croom at <a href="mailto:jcroom@rizzetta.com">jcroom@rizzetta.com</a> and John Toborg at <a href="mailto:jtoborg@rizzetta.com">jtoborg@rizzetta.com</a>, to schedule a time to visit the site.</i>
September 26, 2019 at 10:00 a.m.	Pre-proposal meeting.
October 2, 2019 at 12:00 p.m.	Deadline for questions.
October 18, 2019 at 10:00 a.m.	Proposals submittal deadline.

3. **MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at **10:00 a.m. on September 26, 2019**, located at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

4. **SIGNATURE ON PROPOSAL.** Each 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 authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and

location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof.

The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

**7. 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.

**8. PROJECT MANUAL.** The “Project Manual” and any addenda thereto, will be available on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). Proposers shall download a Project Manual prior to the mandatory pre-proposal meeting.

**9. 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.

**10. 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.

**11. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com), John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com), and Lauren Gentry at [laureng@hgslaw.com](mailto:laureng@hgslaw.com). Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **October 2, 2019 at 12:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail and posted on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). 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.

**12. SUBMISSION OF PROPOSAL.** Submit one (1) original, seven (7) hard copies & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Harrison Ranch Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**13. 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.

**14. 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 Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**15. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

**16. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that 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.

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

**18. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**19. 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 Project Manual. 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 and 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.

**20. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the mandatory pre-proposal meeting. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead in the Board’s discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**21. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor’s negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

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

**23. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

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

**24. 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.

**25. BLACK-OUT PERIOD/CONE OF SILENCE.** The black-out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized

herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**26. 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.

**27. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**28. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to 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.

**29. PROTESTS.** Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory pre-proposal meeting, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Harrison Ranch Community Development District, c/o: Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578. ATTN: John Toborg and Justin Croom, District Manager.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest



relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Twenty Thousand Dollars (\$20,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
Request for Proposals – Landscape and Irrigation Maintenance Services**

**EVALUATION CRITERIA**

**1. Personnel & Equipment (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following criteria: 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; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

**2. Experience (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

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

This category addresses the following issues: 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 pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

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

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

**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.\*

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

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

**Proposer's Total Score (100 Points Possible) (\_\_\_\_Points Awarded)**

**END**

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\* Example: 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

**AFFIDAVIT REGARDING PROPOSAL**

STATE OF Florida  
COUNTY OF Duval

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Duval Landscape Maintenance LLC ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s (list all):

\_\_\_\_\_.

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this 11<sup>th</sup> day of October, 2019.

Proposer: Duval Landscape Maintenance LLC  
By: Rob Bullock - [Signature]  
Title: President

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2019, by Rob Bullock of Duval Landscape Maintenance LLC, who is personally known to me or who has produced - as identification, and did ☒ or did not ☐ take the oath.



[Signature]  
Notary Public, State of Florida  
Print Name: Joyce L. Parsons  
Commission No.: FF982835  
My Commission Expires: April 17, 2020

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name Duval Landscape Maintenance, LLC

Street Address 1661 W. University Parkway

P. O. Box (if any) \_\_\_\_\_

City Sarasota State Florida Zip Code 34243

Telephone 941-706-5062 Fax no. 904-212-0547

1st Contact Name Mark A. Bodkin Title VP of Sales & Marketing

2nd Contact Name Taylor Cain Title Branch Manager

Parent Company Name (if any) Duval Landscape Maintenance, LLC

Street Address 7011 Business Park Blvd N

P. O. Box (if any) \_\_\_\_\_

City Jacksonville State Florida Zip Code 32256

Telephone 904-900-1127 Fax no. 904-212-0547

1st Contact Name Robin S. Bullock Title President/Owner

2nd Contact Name Edwin Cintron Title CFO



- *Company Standing:*

Proposer's Corporate Form: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 8/12/2009

Is the Proposer in good standing with that State? Yes X No   

If no, please explain   

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No   

If no, please explain   

- *What are the Proposer's current insurance limits?*

General Liability	\$ <u>2,000,000</u>
Automobile Liability	\$ <u>1,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>11/15/18</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Commercial Aquatics & ROW License CM 23013: CAT 5A,6, Certified Pest Control Operator JB122655

Irrigation License Holder C-072-1 / BL4039 / I-121 / FC10324 / Certification 2965

FNGLA Certification H33-5831, EPA BMP Certified Pest Control Operator JF6172 / FNGLACertification

FCHP H6807006 / Dept of Agriculture LTD Commercial Fertilizer Application Holder LF23999

EPA - GI BMP GV-33088-1

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 1661 W. University Parkway

P. O. Box (if any) \_\_\_\_\_

City Sarasota State FL Zip Code 34243

Telephone 941-706-5062 Fax no. 904-212-0547

1st Contact Name Mark A. Bodkin Title VP of Sales & Marketing

2nd Contact Name Taylor Cain Title Branch Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>2</u>	Supervisors, who will be onsite <u>3</u> days per week;
<u>1/1</u>	Technical personnel, who will be onsite <u>2/5</u> days per <u>Week</u> ; and
<u>6</u>	Laborers, who will be onsite <u>5</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No     If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Tyler Tomlinson

Position / Certifications: Lawn and Ornamental Manager Certified Pest Control Operator State of FL

Duties / Responsibilities: Leads and executes weekly IPM program and turf and ornamental program treatments.

% of Time to Be Dedicated to This Project: 40 %



Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Island Walk HOA NaplesFL 1864 Homes & Common Areas

Contact: Lee Contact Phone: (239)293-3973

Project Type/Description: #1864 Homes & Common Area Maintenance Free Community

Duties / Responsibilities: leads and executes weekly IPM program and turf and ornamental program treatments.

Dollar Amount of Contract: \$1,500,000.00 contract plus \$500,000 + enhancements

Proposer's Scope of Services for Project:

Full-Service Grounds maintenance - Mowing, edging, trimming, irrigation,  
annual color, lawn & ornamental/palm program, weekly IPM/Treatments, and enhancements

Dates Serviced: 1/1/18 - Current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes \_\_\_ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name N/A all in house

Street Address

P. O. Box (if any)

City  State  Zip Code

Telephone  Fax no.

1st Contact Name  Title

2nd Contact Name  Title

Proposed Duties / Responsibilities:

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location:

Contact:  Contact Phone:

Project Type/Description:

Dollar Amount of Contract:

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

E-VERIFY / Reference checks, motor vehicle background checks allow us to place quality personnel.

Retention of personnel has been the key to our tremendous growth over the last nine year. We are committed to onboarding, training and promoting within. Whether an employee wants to remain in their current position and increase their hourly rate or has aspirations for supervision, field & account management, or desire to begin working toward the next Branch Manager opportunity, due to our growth, Duval's commitment to promoting within makes us a favorable destination employer. Attracting and retaining employees is our strength.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*





## OFFICERS

**PROPOSER:** Duval Landscape Maintenance, LLC

DATE: 10/15/19

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

[illegible]

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: Duval Landscape Maintenance, LLC

DATE: 10/15/19

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Taylor Cain	Branch Manager	Field Team Management/ Client Service & Retention	1661 W. University Parkway Sarasota FL 34243	40%/2	1	8
Tyler Tomlinson	Lawn and Ornamental Manager	Lead & Execute IPM /Lawn & Ornamental Programs	1661 W. University Parkway Sarasota FL 34243	40%/2	8	12
Carl Koegler	Operations Manager	Key Account Leadership & Management	1661 W. University Parkway Sarasota FL 34243	20%/1	2	15
Javier Bauche	Irrigation Mgr	Water Management	1661 W. University Parkway Sarasota FL 34243	40%/2	2	24
	Supervisor Maintenance Crew	Lead & Execute Maintenance Operations	1661 W. University Parkway Sarasota FL 34243	40%/2		
	Supervisor Trim Crew	Lead & Execute Trimming Operations	1661 W. University Parkway Sarasota FL 34243	40%/2		
Mark Bodkin	Vice President	Quality Control	1661 W. University Parkway Sarasota FL 34243	20%/1	3	35
Greg Boucher	SW Region Manager	Weekly review & Monthly Site Score Card Visit	7011 Business Park Blvd Jacksonville, FL 32256	N Monthly Quality Audit	8	37
Ivan Pujolos	Enhancement Manager	Project Manager for all enhancements	1661 W. University Parkway Sarasota FL 34243	100% AS NEEDED	1	20

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Duval Landscape Maintenance, LLC

DATE: 10/15/19

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
12	2015-16 Ford F 450 Super Heavy Duty	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
22	2014 Ford F-250 Crew Cab	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
11	2014-16 Ford Transit Irrigation Van	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
8	52-72" Gravely/Toro Mowers * 2 Gravely Mowers	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
6	John Deere Batwing (3-15'   3-12')	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
5	Kubota Batwing (1-12'   1-15')	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
58	72" Hustler High Capacity Mowers	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
6	Kubota RTV 1140 Diesel	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
1	Skid Steer	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
6	2012-2015 Tractor W/Bush Hog	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL
5/2	RTV Spray Rigs / Unit   Z Spray	ALL	1 (1.5 Acre)-Branch Office in Sarasota (20 minute drive ) 5 Other Locations in FL

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
  X   No        *If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: Murabella CDD | 475 West Town Place St. Augustine FL 32092

Contact: Ernesto Torres Contact Phone: 904-940-5899

Project Type/Description: Full Service Grounds maintenance  
All landscape services / all roadways / all common areas

Dollar Amount of Contract: Contract \$300K+

Scope of Services for Project: Services include mowing, hard & soft edge, litter removal  
blowing, bed detail, tree/shrub pruning, ground cover trimming, fertilization & pest control,  
irrigation, mulch, and enhancement services

Dates Serviced: 2015-current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2018 = \$15,500,000

2017 = \$12,200,000

2016 = \$9,900,000

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Island Walk HOA Town Center Boulevard Naples FL

Contact: Lee Contact Phone: (239)293-3973

Project Type/Description: #1864 Homes & Common Area Maintenance Free Community

Dollar Amount of Contract: \$1,500,000.00 contract plus \$500,000 + enhancements

How was the project similar to this project?

LARGE 3X's the size as Harrison Ranch Full Service Grounds maintenance which  
requires significant equipment and highly skilled and experinced managment

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):   
includes mowing, hard & soft edging, litter removal, blowing, fertilization & pest control, mulch,  
shrub beds, tree|palm trimming, bed detail, irrigation, and enhancement services.

List of equipment used on site: F-250 Crew Cab #2 | F-450 Super Duty Dump #4 |  
Irrigation Vehicle #4 | Kabota RTV #4 | Spray Rig/F250 Bubble Unit #1 | Z Spray #1  
| Cargo Trailor #2 | Mowers 36"-48"-52"-72" # 10 | Skid Steer #1

List of subcontractors used: N/A all in house

Is this a current contract? Yes X No

Duration of contract: 1/1/18 - three year agreement with renewal potential end of YR 3

- *(Information regarding similar projects – continued)*

Project Name/Location: Flagler Center Owners Association | Granbaly Parkway Jacksonville

Contact: Brian Baker Contact Phone: (904)686-4844

Project Type/Description: LARGE Full Service Grounds maintenance Corporate Park

Dollar Amount of Contract: \$600,000

How was the project similar to this project? \_\_\_\_\_

Full service, similar size & scope as Harrison Ranch, high-end award winning corporate park.

\_\_\_\_\_  
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All services -we are in house operation. includes mowing, hard & soft edging, litter removal, blowing, fertilization & pest control, mulch, shrub beds, tree/palm trimming, bed detail, irrigation, and enhancement services.

\_\_\_\_\_  
List of equipment used on site: F-250 Crew Cab #2 | F-450 Super Duty Dump #2 | Irrigation Vehicle #1 Kabota RTV #1| Spray Rig/F250 Bubble Unit #1| Z Spray #1 | Mowers 36"-48"-52"-72" # 6 |

List of subcontractors used: N/A all in house

Is this a current contract? Yes X No \_\_\_\_

Duration of contract: 1/1/2010- Current



- *(Information regarding similar projects – continued)*

Project Name/Location: Jillington Creek CDD | 350 Plantation Club Pkwy, St. Johns FL

Contact: Jeff Branch Contact Phone: (904)438-2553

Project Type/Description: Community Development District Roadways, Commons & Amenities

Dollar Amount of Contract: \$215,000

How was the project similar to this project?

Full service, high-end community development district.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All services -we are in house operation. includes mowing, hard & soft edging, litter removal, blowing, fertilization & pest control, mulch, shrub beds, tree|palm trimming, bed detail, irrigation, and enhancement services.

List of equipment used on site: F-250 Crew Cab #1 | F-450 Super Duty Dump #1 | Irrigation Vehicle #1 | Kabota RTV #1| Spray Rig/F250 Bubble Unit #1| Z Spray #1 Cargo Trailor #1 | Mowers 36"-48"-52"-72" # 5 |

List of subcontractors used: N/A all in house

Is this a current contract? Yes X No

Duration of contract: 1/1/16 - current

- *(Information regarding similar projects – continued)*

Project Name/Location: Panther Trails CDD – Gibsonton, FL

Contact: Patrick Bell Contact Phone: (813) 933-5571

Project Type/Description: Community District – large pond mowing areas

Dollar Amount of Contract: \$100,000

How was the project similar to this project? Pond Mowing

Full service, similar size & scope as Harrison Ranch.-----

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): All services -we are in house operation. includes mowing, hard & soft edging, litter removal, blowing, fertilization & pest control, mulch, shrub beds, tree/palm trimming, bed detail, irrigation, and enhancement services.

List of equipment used on site: F-250 Crew Cab #2 | F-450 Super Duty Dump #2 | Irrigation Vehicle #2 | Kabota RTV #1| Spray Rig/F250 Bubble Unit #1| Z Spray #1 | Cargo Trailor #1 | Mowers 36"-48"-52"-72" # 8 |

List of subcontractors used: N/A all in house

Is this a current contract? Yes X No \_\_\_

Duration of contract: 1/1/2018- Current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes X No \_\_\_\_\_ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: DBI Services 9655 Florida Mining Blvd Jacksonville FL 32257

Contact: John Wierz Contact Phone: (904)303-2986

Project Type/Description: Large Scale Roadway Mowing

Dollar Amount of Contract: \$1,395,000

Scope of Services for Project: Services include mowing, hard & soft edge, litter removal.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: 5/2015-12/31/18

Reason for Termination: Contract ended

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes\_\_\_No X*

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? 69

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes\_\_\_No X

If yes, please describe each incident \_\_\_\_\_

\_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes \_\_\_ No X If yes, please provide:*

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

NONE

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ X If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ X If yes, please explain:*

N/A

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes*  
☐ *No* ☒ *If yes, please explain:*

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**PROPOSAL FORM  
PART IV -- PRICING**

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

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

**PART 1**

**General Landscape Maintenance**

**\$ 295,220.00 Yr**

**PART 2**

**Fertilization (All labor and materials)**

**\$ 50,700.00 Yr**

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	Pre-M 0.86% 19-3-7 50% Polyplus	1lbs. N /1,000 SF	5373 lbs.	\$3,682.00
April	20-0-0 60% SRN + Micros	0.5/1000 SF	2552 lbs.	\$1,932.00
May	24-2- 11 30% PolyPlus 20AS	1lbs. N /1,000 SF	4254 lbs.	\$2,950.00
July	Ferrous (Iron)SulfateSprayable	2 OZ /1000 SF	3060 gl.	\$1,100.00
October	24-2- 11 30% PolyPlus 20AS	1lbs. N /1,000 SF	4254 lbs.	\$2,950.00
November	Pre-M 0.86% 19-3-7 50% Polyplus	1lbs. N /1,000 SF	5373 lbs.	\$3,682.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	Pre-M 0.86% 19-3-7 50% Polyplus	1lbs. N /1,000 SF	18,992lbs.	\$13,900.00
April	20-0-0 60% SRN + Micros	0.5/1000 SF	9,022lbs.	\$5,048.00
May	24-2-11 30% PolyPlus 20AS	1lbs. N /1,000 SF	15,036lbs	\$6,063.00
October	24-2-11 30% PolyPlus 20AS	1lbs. N /1,000 SF	15,036lbs.	\$6,063.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-10-10 40% Polyplus AsTr F	1 4-6lbs /1000 SF/Year	2345 lbs.	\$695.00
May	8-10-10 40% Polyplus AsTr F	1 4-6lbs /1000 SF/Year	1563 lbs.	\$500.00
October	8-10-10 40% Polyplus AsTr Fl	4-6lbs /1000 SF/Year	2345 lbs.	\$695.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-2-12-4 Palm Fertilizer	1.5lbs./100 SF	480 lbs.	\$360.00
May	8-2-12-4 Palm Fertilizer	1.5lbs./100 SF	480 lbs.	\$360.00
September	8-2-12-4 Palm Fertilizer	1.5lbs./100 SF	480 lbs.	\$360.00
November	8-2-12-4 Palm Fertilizer	1.5lbs./100 SF	480 lbs.	\$360.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape Myrtles, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
As Needed	Supplemental - NPK + Minors	Crape Myrtle (#29)		Included in Fert Cost
As Needed	Supplemental - NPK + Minors	Loropetalum (#1250 SF)		Included in Fert Cost
As Needed	Supplemental - NPK + Minors	Knockout Roses (200 SF)		Included in Fert Cost

**\*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)

\$ 9,987.00 Yr  
(If entire pesticide allowance is required) \*

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

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

\$ 1,140.00 / Yr (based on quantities below)  
(OTC injections per specs - do not include in Grand Total)

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

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Canary Date	1	2	\$15	\$120
Queens	16	1	\$15	\$960
Bismark	1	1	\$15	\$60

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 4,495.00 / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ 11 / Zone) \$ 41,700.00 /Yr

Freeze Protection (description of ability) Systematically manage irrigation based on current & forecast temperatures. Cover all named low

\$495.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 75.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

#### **PART 5**

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

820 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 35 /CY (October Application)

And

550 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 35 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch** \$ 47,950.00 /Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ 1.85 /annual.

\$ 12,845.00 /rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ 2.05 /perennial.

\$ 30,062.00 /Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ 397,607.00 /Yr

FIRST ANNUAL RENEWAL  
SECOND ANNUAL RENEWAL  
THIRD ANNUAL RENEWAL

\$ <u>397,607</u>	/Yr*
\$ <u>397,607</u>	/Yr*
\$ <u>397,607</u>	/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>35</u> _____ Hour
B.	Bush-Hog w/operator	\$ <u>35</u> _____ Hour
C.	Tractor w/operator	\$ <u>35</u> _____ Hour
D.	Supervisor with Transportation	\$ <u>45</u> _____ Hour
E.	Laborer with hand equipment	\$ <u>35</u> _____ Hour
F.	Truck w/driver	\$ <u>35</u> _____ Hour
G.	Irrigation Tech	\$ <u>45</u> _____ Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$ <u>35</u> _____ Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$ <u>25</u> _____ Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$ <u>35</u> _____ Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$ <u>25</u> _____ Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$ <u>35</u> _____ Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$ <u>25</u> _____ Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>35</u> _____ Hour
O.	Lump Sum Mowing ( <sup>2</sup> ), entire community	\$ <u>6,825.00</u> _____ Per Mow

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<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.



## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

Fully Equipped Laborer	\$ 100.00	per Hour
_____	\$ _____	per Hour
_____	\$ _____	per Hour

B. Debris removal equipment unit costs:

Front End Loader	\$ 200.00	per Hour
Skid steer Loader	\$ 200.00	per Hour
Chipper	\$ 150.00	per Hour

C. Other emergency/disaster related unit costs:

_____	\$ _____	per Hour
_____	\$ _____	per Hour
_____	\$ _____	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

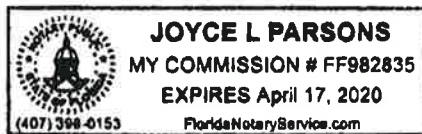
Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Duval Landscape Maintenance LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 11<sup>th</sup> day of October, 2019.

Proposer: Duval Landscape Maintenance LLC  
By: Rob Bullock - [Signature]  
Title: President

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me this 11<sup>th</sup> day of October, 2019, by Rob Bullock of Duval Landscape Maintenance LLC who is personally known to me or who has produced [Signature] as identification, and did ☒ or did not ☐ take the oath.



[Signature]  
Notary Public, State of Florida  
Print Name: Joyce Parsons  
Commission No.: FF982835  
My Commission Expires: April 17, 2020

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Duval Landscape Maintenance LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 7011 Business Park Blvd N  
Jacksonville, FL 32256
4. Proposer's Federal Employer Identification Number (FEIN) is 27-0877531

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 11<sup>th</sup> day of October, 2019.

Proposer: Dural Landscape Maintenance LLC  
By: Rob Bullock - [Signature]  
Title: President

STATE OF Florida  
COUNTY OF Dural

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Rob Bullock of Dural Landscape Maintenance LLC who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☒ or did not ☐ take the oath.



[Signature]  
Notary Public, State of Florida  
Print Name: Joyce Parsons  
Commission No.: FF982835  
My Commission Expires: April 17, 2020

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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Duval Landscape Maintenance ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 7011 Business Park Blvd N  
Jacksonville, FL 32256
4. Proposer's Federal Employer Identification Number (FEIN) is 27-0877531

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



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

Dated this 11<sup>th</sup> day of October, 2019.

Proposer: Duval Landscape Maintenance LLC

By: Rob Bullock - [Signature]

Title: President

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2019, by Rob Bullock of Duval Landscape Maintenance who is personally known to me or who has produced as identification, and did ☒ or did not ☐ take the oath.



[Signature]  
Notary Public, State of Florida  
Print Name: Joyce Parsons  
Commission No.: FF982835  
My Commission Expires: April 17, 2020

**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**Harrison Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578 ("**District**"); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("**Contractor**," and collectively with the District, "**Parties**").

**RECITALS**

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

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

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a "**Project Manual**," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, "**Work**"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the

District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

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 shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This

authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager (currently Justin Croom) and Field Services Manager (currently John Toborg), both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 19 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin November 18, 2019 and end November 17, 2020 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per year, in monthly amounts of

\_\_\_\_\_ (\$\_\_\_\_\_). Such compensation covers only the items specified in Parts 1, 2, 3 & 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to

Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

## **8 INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** 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.
  - ii. **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.
  - iii. **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.
  - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. 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.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.



- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. 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.
- g. 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.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. 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.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that

any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 Agreement 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.

11. **WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the

District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

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

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this

Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

27. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to the District:** Harrison Ranch Community Development District  
9428 Camden Field Parkway  
Riverview, Florida 33578  
Attn: Justin Croom

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jere Earlywine

**B. If to Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

29. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

31. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon



request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

32. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

34. **COUNTERPARTS.** 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**ATTEST:**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_

☐ Secretary

☐ Assistant Secretary

By: \_\_\_\_\_

☐ Chairperson

☐ Vice Chairperson

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A: Scope of Services**

**Exhibit B: Proposal Pricing (Part IV of Proposal Form)**

**Exhibit C: Other Forms**

**Exhibit D: Maintenance Map**

**EXHIBIT “A”  
SCOPE OF SERVICES**

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. This is to re-introduce nutrients in the clippings back into the soil system. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than 24 hours and then re-distributed across the lawn. Mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must travel in a counter-clockwise direction. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Contractor shall maintain a mowing strip adjacent to both sides of the shell hiking trail equal to a standard riding mower width (3’-4’) where possible. Additionally, all lateral and overhead encroachment (vines, limbs, palm fronds, tree branches, dead, fallen limbs, etc.) shall be cut back and removed from all trails. Up to a height of 9’ shall be kept clear above trails. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Harrison Ranch Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures (including rip-rap areas) shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in

flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. With the exception of the shell hiking trail, Chemical edging shall not be permitted anywhere on property. However, sprayed material must be hand-removed once it is dead.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

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





all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. If mosses are remaining from previous contract, the removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

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

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS, LAKE BANKS OR CDD-MAINTAINED TRACTS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

**4) WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre

& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.** **NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

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

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

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Hurricane blowers are not to be used in areas that will blow the mulch away from the pavement edge, be it sidewalk or curb & gutter. If this occurs, Contractor will be required to either replace the mulch or rake mulch from under the plant crowns and back into the area it was intended. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

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

## PART 2

### **FERTILIZATION**

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

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

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

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

#### **All Bahia Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

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

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

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

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

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

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

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

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

### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P<sub>2</sub>O<sub>5</sub>-12K<sub>2</sub>O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### **PEST CONTROL**

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

**Insects and Disease Control for Trees, Palms and Plants** Contractor is responsible for diagnosis and treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known cure exists, such as Ganoderma, Lethal Yellowing, Lethal Bronzing (f.k.a. TPPD) and Fusarium Wilt, etc. Contractor will be responsible for the diagnosis and treatment of preventable afflictions. Although not a cure and without a 100% effectiveness guarantee, there is a preventative treatment for Lethal Bronzing & Lethal Yellowing; OTC injections. At the CDD's discretion, an inoculation program may be initiated with the maintenance contractor. The cost of these inoculations should be included as a separate line item in your Pest Control price but not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s), quantity of injection to be determined by the Contractor based on the size of the palm. Each trunk of each multi-trunk Reclinata Palm shall receive an injection. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

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

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

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

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



groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

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

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

## PART 5

### **INSTALLATION OF MULCH**

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

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

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner. Any mulch blown away from sidewalk edges or curb lines, shall be brought back to its original location. This is specifically for, but not limited to, the use of Hurricane Blowers. However, standard blowers can cause the same effect.

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

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

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

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

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **Six Thousand Nine Hundred Forty-Three (6,943)** annuals in 4" pots two (2) times per year in designated areas (during the fall & winter rotations – September through November & December through February, respectively) and Two Thousand One Hundred Thirty-Three (2,133) perennials in 6" pots one (1) time per year for a six-month rotation (spring through summer – March through August). Contractor shall maintain flowers to ensure a healthy appearance. The Contractor will have the type of flowers to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve flower choice(s). Plants shall be hand watered at the time of installation. The Contractor will remove dead or dying plants before the appearance of such plants could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three or six months. (Dec., Mar., June, and Sep.)

Flower installation price shall include the removal of all dead plants prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any plants that die, fail to thrive or is damaged by insects/disease **up to within two weeks of the next rotation**. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all flower beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All flower beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" & 6" plants as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

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

[END OF SECTION]

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 1**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 3, 2019

---

**This Addendum No. 1 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services includes five (5) Revised Pages to the Bid Documents (Scope of Services) with adjusted fertilizer application schedules and adjusted irrigation component quantities. Please remove and replace the Scope of Services for both Parts 2 & 4. Additionally, this addendum includes the Reader Extended PDF to allow each vendor to supply a price per zone should the quantity of irrigation zones stipulated in this change order should differ from those actually in the field. Please use these Reader Extended PDF's instead of the ones provided in the original RFP document.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END

## **PART 2**

### **FERTILIZATION**

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. It is the Contractor's responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements. Copies of all training certificates shall be provided to District representative.

#### **HIGHLIGHTS OF THE ORDINANCE:**

**NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.**

**FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.**

**NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.**

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

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
Oct	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

#### **All Bahia Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior

to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

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

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

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

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

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

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

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All Palms shall receive 1 ½ pounds of 8N-0P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & November - December). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the



**DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.**

## **PART 4**

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

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 300 zones, 8 controllers, 18 or more battery operated controllers, 1 pump station & 1 well).

These inspections shall include:

#### **A. Irrigation Controllers**

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

#### **B. Water Sources**

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

#### **C. Irrigation Systems**

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

#### **D. Report**

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

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be

inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

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

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

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 2**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 15, 2019

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**This Addendum No. 2 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services includes nine (9) Revised Pages to the Bid Documents (Scope of Services & Bid Form) reflecting adjusted annual/perennial quantities & rotation schedule. Please remove and replace the Scope of Services for Part 6. Additionally, this addendum includes the Reader Extended PDF to allow each vendor to supply prices for the revised quantities and rotation schedules per annual/perennial rotations. Please use these Reader Extended PDF's instead of the ones provided in the original RFP document. I have included new forms for each annual renewal should your pricing change from the initial term.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 3**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 17, 2019

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**This Addendum No. 3 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services serves to clarify that Sheet 55 in the RFP manual serves as the signature page for the entire proposal. Additional signature lines are not required at the end of each Bid Form.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Duval Landscape Maintenance, LLC  
7011 N. Business Park Blvd., #103  
Jacksonville, FL 32256

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of  
America  
One Tower Square  
Hartford, CT 06183

This document has important  
legal consequences. Consultation  
with an attorney is encouraged  
with respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

### OWNER:

(Name, legal status and address)

Harrison Ranch Community Development District  
9428 Camden Field Parkway  
Riverview, FL 33578

BOND AMOUNT: \$ \$10,000

Ten Thousand Dollars and 00/100

### PROJECT:

(Name, location or address, and Project number, if any)

Landscape and Irrigation Maintenance Services - Harrison Ranch Community District, Manatee County,  
Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of October, 2019

(Witness)

  
(Witness) Tracey C. Brown-Boone

Duval Landscape Maintenance, LLC

(Principal)

(Seal)

By: 

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title) Kevin Wojtowicz

Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Wojtowicz of **St. Petersburg, FL**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

**Surety Bond No.:** Bid Bond  
**OR**

**Principal:** Duval Landscape Maintenance, LLC

**Obligee:** Harrison Ranch Community Development District

**Project Description:** Landscape and Irrigation Maintenance Services - Harrison Ranch Community District, Manatee County, Florida

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **6th** day of **May**, 2019.



State of Connecticut

By: \_\_\_\_\_

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **6th** day of **May**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Anna P. Nowik*  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of October, 2019.



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-In-Fact and the details of the bond to which this Power of Attorney is attached.

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 1**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 3, 2019

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## PART 4

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2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

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

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be



inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

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

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

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 2**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 15, 2019

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**This Addendum No. 2 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services includes nine (9) Revised Pages to the Bid Documents (Scope of Services & Bid Form) reflecting adjusted annual/perennial quantities & rotation schedule. Please remove and replace the Scope of Services for Part 6. Additionally, this addendum includes the Reader Extended PDF to allow each vendor to supply prices for the revised quantities and rotation schedules per annual/perennial rotations. Please use these Reader Extended PDF's instead of the ones provided in the original RFP document. I have included new forms for each annual renewal should your pricing change from the initial term.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 3**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 17, 2019

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**This Addendum No. 3 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services serves to clarify that Sheet 55 in the RFP manual serves as the signature page for the entire proposal. Additional signature lines are not required at the end of each Bid Form.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

END



*Our vision is to provide high quality landscape services in a timely manner at affordable prices while demonstrating that each and every client is vitally*

**Landscape Installation & Maintenance | Irrigation Installation & Maintenance | Fertilization & Pest Control | Arbor Care**

Landscape Maintenance Professionals, Inc.  
13050 East US Hwy 92  
Dover, Florida 33527  
Submitted: October 18, 2019

Harrison Ranch CDD  
c/o Rizzetta and Company, Inc.  
Attention: John Toborg and Justin Croom  
12750 Citrus Park Lane, Suite 115.  
Tampa, Florida 33625

**LMP** Landscape  
Maintenance  
Professionals, Inc.<sup>SM</sup>

# Landscape Maintenance Professionals, Inc.

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## LANDSCAPE MAINTENANCE PROFESSIONALS, INC.

There is a continuing need in the market place for managers and communities to not only maintain but improve the aesthetic value of their properties through meticulously and beautifully composed landscape appearances. Often characterized as curb appeal, landscape invokes not only a visual response but an emotional one as well; its appearance can either be inviting or repelling depending upon the quality of the landscape maintenance provider, and that's where we come in.

### WHO WE ARE

Landscape Maintenance Professionals, Inc. (LMP) is a premier full service landscape organization. LMP's approach to landscape maintenance and design is built on the premise of paying attention to the details; we notice the little things that can enhance the overall appearance of a property, and we train all of our employees on this practice. As a result of focusing on the details LMP<sup>SM</sup> has continued to grow over the past three decades.

At LMP, believing our creativity to be better suited for enhancing and maintaining beautiful landscape designs, we choose to tell a simple story about our journey that began in 1991, with Orlando Castillo, Jr. After a decade of disappointment working for a large landscape service provider whose sole focus was "cut the grass and cash the check", Orlando envisioned a company (a) that believed in and demonstrated the desire to exceed a client's expectations, (b) that would work to educate the client on the best management practices for protecting their largest uninsurable asset, and (c) valued its relationships with not only its clients but its employees as well.

Today LMP has over 250 employees from corporate support personnel to crew members who champion Orlando's vision, and focus on the details on a daily basis.

## WHAT WE BELIEVE IN

At LMP we may have started small but we think big!

<b>PURPOSE</b>	<i>To be a leader in the landscape industry who sets the bar for providing quality design, enhancement and maintenance services while maintaining focus on the needs of the client.</i>
<b>MISSION</b>	<i>To provide high quality landscape services in a timely manner at affordable prices all while understanding that each and every customer is vitally important to LMP's success.</i>
<b>CORE VALUES</b>	<i>Integrity, honesty, passion, commitment, accountability, and the unyielding dedication to under promise and over deliver.</i>
<b>PHILANTHROPY</b>	<i>At LMP philanthropy is not a philosophy but a practice, and our giving back starts internally with our employees whom we service with recognition programs and awards for their hard work and dedication. These same employees then work with LMP to pay the generosity forward in the community by focusing on such organizations as Metropolitan Ministries, Give the Kids the World Village, and various American Veteran programs to name a few.</i>

## WHAT WE DO

LMP is a full service landscape contractor providing in-house services for the following landscaping needs:

🌿 Landscape Design & Consultation	🌿 Irrigation Installation & Maintenance
🌿 Landscape Installation & Maintenance	🌿 Moisture Management
🌿 Insect & Disease Mitigation	🌿 Fertilization Services
🌿 Floriculture Programs & Arbor Care Services	🌿 Nursery Operations & Aquatics Maintenance

## AFFILIATIONS



Community  
Association  
Institute  
"Educated Business  
Partner"



Building Owners &  
Managers Association



National Association of  
Landscape  
Professionals



Florida Nursery,  
Growers and  
Landscape  
Association



FL Irrigation  
Society

## WHERE WE ARE LOCATED

LMP is well positioned to service properties in counties located throughout the state of Florida, and has established offices in the following areas to meet the needs of its clients:

Office	Office Information	Branch Manager	Service Areas
Dover	13050 E US Highway 92 Dover, Florida 33583 (813) 757-6500	Garth Rinard	<ul style="list-style-type: none"> <li>Hillsborough</li> <li>Pinellas</li> <li>Hernando</li> <li>Polk</li> <li>Pasco</li> </ul>
Wesley Chapel	26324 Wesley Chapel Blvd Lutz, Florida 33559 (813) 406-4465	Brian Mortillaro	<ul style="list-style-type: none"> <li>Pasco</li> <li>Hernando</li> <li>Pinellas</li> <li>Hillsborough</li> </ul>
Sarasota	1306 Rome Avenue Sarasota, Florida 34243 (941) 556-9404	Miguel Mares, Operations Manager	<ul style="list-style-type: none"> <li>Manatee</li> <li>Hardee</li> <li>Sarasota</li> <li>De Soto</li> </ul>
			<ul style="list-style-type: none"> <li>Charlotte</li> <li>Lee</li> </ul>

## APPROACH

At LMP we understand that each property faces unique challenges, and we are committed to providing the highest quality of services that embrace these unique challenges. We believe ourselves to be a professional and proactive company whose continued success can be attributed to the fact that the actions of each employee reflects LMP's simple motto of "do what you say



you're going to do when you say you are going to do it." At the property level our commitment to the motto is demonstrated through our Account Managers' collaborative relationship with the clients designated point of contact that is built upon responsibility, respect, and open communication. We believe communication to be the cornerstone of all successful relationships; it enables both parties to be aware of what is occurring on the property.

As the selected service provider, you look to LMP to be the professionals for all of your landscape needs. Understanding this, we want to be held fully accountable for all aspects of protecting your largest uninsured asset - the landscape. We believe that without accountability one lacks ownership, and we want you, the customer, to rest assured that when you hire LMP, there will be no concerns with accountability.

The practices we have implemented to be successful in our management approach include:

🍃 **COMMUNICATION** – It is vital to effectively communicate between the contractor and customer, and use a wide range of communication methods including on-site walk-throughs, telephone calls, emails, and text messages. *We as a company prefer to communicate electronically.*

🍃 **DOCUMENTATION** – This is accomplished through emails, weekly crew worksheets, internal tracking reports as well as our weekly reports that our Account Managers send to all of our customers. As previously indicated, we expect to be held accountable for what we say and expect the same in return from our customers.

🍃 **EXECUTION** – It is imperative that LMP performs the work as outlined in its plan of action; failure and poor workmanship are not viable options. Our clients are investing substantial amounts of money to have LMP to manage their landscape needs, and we, in turn, hold our employees to professional standards in terms of their work product.

🍃 **FOLLOW THROUGH** – LMP strives to achieve the “closing of the loop”. While it is important that issues are addressed in a timely manner, we find it as equally important to communicate to the customer that a specific item/request/task has been completed. Without follow through both LMP and the client are left in a reactive position; it is our goal to limit the need for many outgoing phone calls to us to check on the status of an item.

## **WORK PRODUCT - QUALITY CONTROL**

At LMP we prefer to invest in our people; not processes. It is our employees who are pivotal to our success, and, as such, we tend to minimize the use of complicated systems to create reports related to the properties and communities we service. We prefer, instead, to use the following methods for reporting:

🍃 **WEEKLY MAINTENANCE WORKSHEET (WMW)** – This worksheet is required to be completed in the field by the supervisor, and is designed to outline any areas of concern related to the property and the landscaping. LMP’s protocol further requires that the

WMW be turned in to the appropriate Account Manager who will then inspect the property, and schedule any remediation tasks to be performed up to and including irrigation, fertilization or pest control. If requested, LMP will distribute this worksheet to the client's designated point of contact.

- 🍃 **SERVICE REQUEST FORMS:** LMP utilizes two forms for service requests that can be called in from the field to be entered into the tracking system – the irrigation service request form (internally referred to as the blue form) and the general maintenance and pest control form (internally referred to as the gold form).

### **START-UP PLAN**

With all project start-ups, LMP's initial focus is on learning the property, performing a complete property wide inspection and analysis of all turf, plant material and irrigation systems. During this initial start-up process, LMP will also provide enhancement proposals for areas in which the property can be improved as well. Prior to first day of start-up LMP will perform the following:

- 🍃 Document the entire property through photographs, and provide the customer with a CD of the conditions of the entire property at the time LMP's take-over. It is standard practice for key members of LMP's project team to meet with the client and/or their designated point of contact to review the progress made by LMP at the sixth and ninth months where we will review the photographs prior to take over and each additional designated point in time.
- 🍃 Conduct a project kick-off meeting with the client and/or their designated point of contact, at the facilities, to review the scope of work as well as expectations. At LMP we believe that a critical component of a successful relationship is to ensure that specifications are aligned with expectations. It is typically at this meeting that all, if any, discrepancies between specifications and expectations are identified, and we work together as a team to resolve the discrepancies prior to start-up. In addition, LMP will review its initial operational plan which may include a color coded map, the identification of service areas and the required time frames to perform various services, and a map for mowing and detail work.

### **WHAT TO EXPECT IN FIRST 30 DAYS:**

As with any new initiative or project there will be a learning curve as LMP becomes familiar with the property; however, it is our goal to have that learning curve minimized through the

development of a solid operational plan. As LMP is learning the nuances of the property we would like the client to be aware that we are inspecting systems and layouts to ensure we have accurate information to share regarding:

- 🌿 **IRRIGATION SYSTEM:** LMP will perform a full irrigation system inspection that is designed to outline any deficiencies to the current system that need to be addressed as well as a cost component for addressing the issues.
- 🌿 **PROJECTED CHEMICAL APPLICATIONS:** We find that until we know the true integrity of the irrigation system, it limits our ability to apply many chemicals including fertilizers. This is due to the fact that so many chemicals need to be watered in following an application or the application will damage the plant material.
- 🌿 **OPERATIONAL PLANS:** At the thirty day mark any necessary operational adjustments to the original operational plan that will help our crews become more efficient are communicated to the client with a copy of the updated operational.
- 🌿 **ENHANCEMENTS:** By standard practice LMP will provide various proposals for areas where the property can be enhanced. These may range from a complete mulching, tree/palm pruning, replacement of dead or dying plant material or a new rotation of annuals. *We would look to perform any proposal items that require water only after the irrigation system has been fully evaluated and necessary repairs have been completed.*

## PROPERTY PROFILES

LMP services an array of properties from Commercial Properties and Class “A” Office Parks, Community Development Districts, Multifamily dwellings, Condominium Associations, Property Owner Associations, and Homeowner Associations. Our portfolio includes:

Property	Type
<b>Amalfi at Clearwater</b>	Multi-family
<b>Anchor Plaza</b>	Commercial
<b>Aspen Dental</b>	Commercial
<b>Bahama Breeze</b>	Commercial
<b>Bay Center</b>	Commercial
<b>Bexley Ranch CDD</b>	Community Development District
<b>Brookwood Academy</b>	Educational
<b>Buschwood</b>	Class A Office Space
<b>Citigroup Association</b>	Commercial
<b>Corporate Center I, II, III, &amp; IV</b>	Class A Office Space
<b>Covington Park CDD</b>	Community Development District



<b>Cypress Center I, II, III, &amp; IV</b>	Class A Office Space
<b>Cypress Creek Town Center</b>	Commercial
<b>Federal Bureau of Investigation – Tampa</b>	Commercial
<b>Greyhawk Landing CDD</b>	Community Development District
<b>Hawks Point CDD</b>	Community Development District
<b>Heritage Isles CDD</b>	Community Development District
<b>Highland Oaks</b>	Class A Office Space
<b>Highwoods Preserve</b>	Commercial
<b>Hyatt Sarasota</b>	Lodging
<b>Meadow Pointe III CDD</b>	Community Development District
<b>Meadow Pointe II CDD</b>	Community Development District
<b>Meadow Pointe IV CDD</b>	Community Development District
<b>Providence Lakes</b>	Homeowners Association
<b>Reflections</b>	Homeowners Association
<b>Richman Properties</b>	Multifamily
<b>South Fork East CDD</b>	Community Development District
<b>Tampa Bay Park</b>	Commercial
<b>The Shops at Wiregrass</b>	Retail
<b>Water’s Edge (Rivers Reach) CDD</b>	Community Development District
<b>Waterset North CDD</b>	Community Development District

## REFERENCES



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Meadow Pointe II CDD Wesley Chapel, FL  
 Sheila Diaz  
 Property Manager  
 (813) 991-5016  
 Landscape Maintenance Professionals, Inc.  
 provides full service landscape maintenance  
 services including arbor care, irrigation,  
 fertilization, pest control, annuals and also various  
 enhancements.



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Bexley Ranch CDD  
Angel Montagna  
Property Manager, Rizzetta & Company  
(813) 994-1001 [amontagna@rizzetta.com](mailto:amontagna@rizzetta.com)  
LMP provides full service landscape maintenance services for the common areas which includes arbor care, irrigation, fertilization, pest control, annuals and also various enhancements.



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Heritage Isles CDD Tampa, Florida  
Rich Unger  
Community and Golf Manager  
(813) 907-7388  
Landscape Maintenance Professionals, Inc. provides full service landscape maintenance services for the CDD owned areas including arbor care, irrigation, fertilization, pest control, annuals and also various enhancements.





**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Reflections Tampa, Florida  
Kevin Krueger  
Property Manager, Greenacre Properties  
(813) 600-1100  
Landscape Maintenance Professionals, Inc. provides full service landscape maintenance services for the community owned areas of the Reflections community which includes arbor care, irrigation, fertilization, pest control, annuals and also various enhancements. In addition to the common areas owned by the association, we also service the maintenance free homes area called Bellefaire at Reflections.



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Highland Oaks Tampa, Florida  
Jenn Regan  
Property Manager, Cushman & Wakefield  
(813) 621-6984  
LMP provides full service landscape maintenance services for the common areas as well as all five of the corporate buildings within this Office Park.



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Hyatt Regency      Sarasota, FL  
Marcia Dmochowski Clark  
General Manager  
(941) 365-0706  
Landscape Maintenance Professionals, Inc.  
provides full service landscape maintenance  
services for the hotel owned areas which includes  
arbor care, irrigation, fertilization, pest control,  
annuals and also various enhancements.



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Tampa Bay Park  
Carol Dunn, Highwoods® Properties  
Senior Property Manager  
(813) 876-7000  
Landscape Maintenance Professionals, Inc.  
provides full service landscape maintenance  
services for the office park including irrigation,  
fertilization, pest control, annuals and also various  
enhancements.





**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

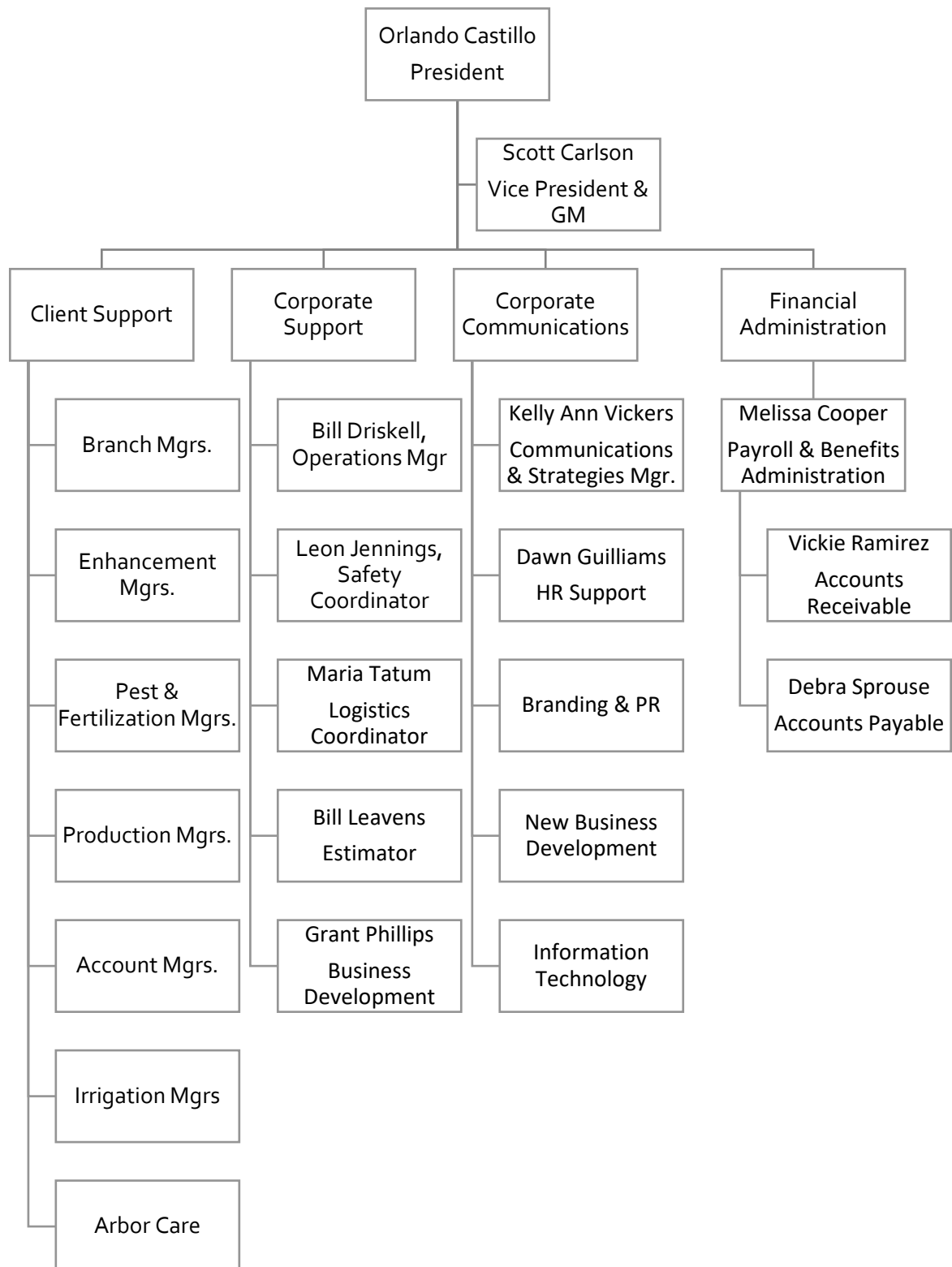
Providence Lakes Homeowners Association  
Ray Leonard  
Board Member  
(813) 600-1100  
Landscape Maintenance Professionals, Inc.  
provides full service landscape maintenance  
services for the community including irrigation,  
fertilization, pest control, annuals and also various  
enhancements.



**Property:**  
**Contact:**  
**Title:**  
**Phone:**  
**Scope of Work:**

Water's Edge CDD – River's Reach  
Greg Cox, Rizzetta & Company, Inc.  
Property Manager  
(813) 933-5571  
Landscape Maintenance Professionals, Inc.  
provides full service landscape maintenance  
services for the CDD including irrigation,  
fertilization, pest control, annuals and also various  
enhancements.

# LMP CORPORATE STRUCTURE





## LMP CORPORATE PROFILES: EXECUTIVE TEAM

The effective management of LMP<sup>SM</sup> requires the day-to-day involvement of a strong leadership team which focuses on the goals of the company including: client relationships, employee relationships, vendor relationships, operational planning and management, financial planning and management, and the overall growth and development of LMP, Inc.

### **Orlando Castillo, Jr. President**

Orlando founded Landscape Maintenance Professionals, Inc. (LMP) in 1991, and has over 35+ years' experience in the green industry. Orlando's primary focus is the management of LMP's client relationships and company vision.



### **Scott Carlson Vice President/General Manager**

Former Golf Pro; Scott has over 20+ years' experience in the green industry including services to several top 100 Golf Clubs. Scott's primary focus at LMP includes corporate structure, client relations and business development.



### **Kelly Ann Vickers, LCAM Corporate Communications and Strategies**

With over 25 years' experience in marketing and customer relationship management, Kelly Ann's primary responsibilities are to build LMP as a brand and oversight of LMP's Employee Services programs and initiatives.

### **Garth Rinard Branch Manager**

Garth, who has over 28 years' experience in the green industry, is a licensed Certified Pest Control Operator (CPCO) and Best Management Practices certified. He is responsible for contributing to the operational strategies of LMP, Inc. as well as the day-to-day operations of the Dover branch.



### **Dawn Guilliams Human Resource Support Specialist**

Dawn is responsible for assisting the branches and its personnel with services related to HR management.



## LMP PROFILES: ADMINISTRATIVE SUPPORT

The administrative support team at LMP, Inc., serves as the backbone for the executive team as well as the branch personnel they support.

### **Vickie Ramirez** **AR Coordinator**

Vickie is responsible for the management of accounts receivables related activities associated with LMP and its clients.



### **Melissa Cooper** **Payroll & Benefits**

Melissa is responsible for providing assistance to the Employee Services team as it relates to payroll and benefits.



### **Brenda Mojica** **Administrative Assistant**

Brenda's responsibilities include administrative matters related to the corporate office.



### **Maria Tatum** **Logistics Coordinator**

Maria's responsibilities include the logistical management of LMP's communication devices, inventory control, and licensing needs.



### **Deidra Calloway** **Administrative Assistant**

Deidra's responsibilities include administrative matters related to the Wesley Chapel branch.



### **Theresa Collins** **Administrative Assistant**

Theresa's responsibilities include administrative matters related to the Sarasota branch.



## LMP PROFILES: BRANCH MANAGERS

Landscaping is centered on creating and caring for visually stunning natural back drops through the employment of scientific practices blended with an artful eye. Landscape Maintenance Professionals, Incorporated <sup>SM</sup> has built its reputation on creating these back drops while exceeding client expectations. The ability to do this is a direct result of the knowledge and daily efforts of all of LMP, Inc.'s team members. These team members are guided and molded through the efforts of the Branch Manager assigned to a specific location, and who have been tasked with championing Landscape Maintenance Professionals, Inc. (LMP, Inc.'s) goal of being a top performing and highly reputable full service landscape maintenance provider. These goals include:

- Creating a safe, efficient and productive workplace environment that affords each employee of LMP, Inc. the opportunity to contribute to the growth of the company and themselves.
- Producing high quality work that is reflective of the standards of service developed by LMP, Inc. inclusive of focusing on the details.
- Strategically and consistently maximizing the operations of each branch.
- Cultivating an engaged and motivated team.

### **Garth Rinard**

#### **Branch Manager - Dover**

Garth, who has over 30 years' experience in the green industry, is a licensed Certified Pest Control Operator (CPCO) and Best Management Practices certified. He is responsible for overseeing the Dover branch as well as the fertilization and pest control division.



### **Brian Mortillaro**

#### **Branch Manager – Wesley Chapel**

Brian's, who has over two decades experience in the green industry, is responsible for the oversight of the daily operations of the Pasco division. In his role, he provides direction and leadership to ensure effective operations, complete customer satisfaction and long-term sustainable growth.



### **Miguel Mares**

#### **Operations Manager**

Miguel has over 20+ years' experience in the green industry. He is responsible for the oversight of the daily operations of the Sarasota division where he provides direction and leadership to ensure effective operations, complete customer satisfaction and long-term sustainable growth.



## LMP PROFILES: ACCOUNT MANAGERS

The role of the Account Manager at Landscape Maintenance Professionals, Incorporated <sup>SM</sup> is to serve as a liaison between the client and/or vendor, and the appropriate teams at LMP, Inc. These individuals provide support to LMP's objectives by providing direction and support to the various teams that service client sites including maintenance, irrigation, fertilization and pest control, enhancements and arbor care.



**Robert "Bobby" Law**  
**Senior Account Manager**  
30+ years' experience in the green industry.



**Jacob Bloodworth**  
**Account Manager**  
5+ years' experience in the green industry.



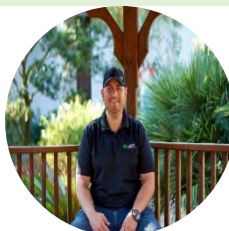
**Paul Gomez – Account Manager**  
16+ years' experience in the green industry.



**Paula Means – Account Manager**  
15+ years' experience in the green industry.



**Jason Liggett - Account Manager**  
10+ years' experience in the green industry.



**Javier Bonilla Alvarado**  
**Account Manager**  
6+ years' experience in the green industry.



**Matt Gough - Account Manager**  
1+ years' experience in the green industry



**Felix Laporte – Account Manager**  
10+ years' experience in the green industry.



**James Bennett - Account Manager**  
11+ years' experience in the green industry.



## LMP PROFILES: CLIENT SERVICES TEAM MEMBERS

Landscape Maintenance Professionals, Incorporated <sup>SM</sup> utilizes the skills, knowledge and experience of personnel ranging from Production Managers, Irrigation Managers and technicians, Certified Arborists and arbor care team members, as well as Certified Pest Control Operators and spray technicians to care for and maintain the landscape materials at every client site. Our diverse team of landscape professionals include:



### **Leon Jennings, CPCO Safety Coordinator**

Leon, who has over 20+ years' experience in the green industry, is a Certified Pest Control Operator (CPCO), Certified Arborist, and Certified Aquatics

Technician. His primary focus at LMP is safety compliance and training along with developing the Arbor Care division.



### **Bill Leavens Business Development Manager**

Bill, who has over 20+ years' experience in the green industry, is responsible for the evaluation of properties

located in the Hillsborough, Pinellas and Pasco counties whom are interested in joining the LMP family.



### **Bill Gipp Business Development Manager**

Bill, who has over 20+ years' experience in the green industry, is responsible for the evaluation of properties

located in Sarasota and Manatee counties whom are interested in joining the LMP family.



### **Grant Phillips Business Development Manager**

Grant, who has over 5+ years' experience in the property management industry, is responsible for the evaluation of properties

whom are interested in joining the LMP family.



### **Bill Driskell Irrigation Services**

Bill, who has over 22+ years' experience in the green industry, is responsible for the administration and management of LMP's

Irrigation division inclusive of purchasing, inventory control and billing.



### **David Manfrin Irrigation Manager**

David, who has over 10+ years' experience in the green industry, is responsible for the management of irrigation needs, repairs and installations for LMP's

client base.



**Sam Martell**  
**Irrigation Manager**  
Sam is responsible for the management of irrigation needs, repairs and installations for LMP's client base.



**Aaron Denhoff**  
**Regional Enhancement Manager**  
Aaron is responsible for overseeing timely servicing and the quality of small to large scale enhancement projects.



**Steve Small**  
**Enhancement Manager**  
Steve is responsible for overseeing timely servicing and the quality of small to large scale enhancement projects.



**Robert Tabone**  
**Fertilization & Pest Control Supervisor**  
Bob is responsible overseeing LMP's Integrated Pest Management (IPM) services utilized to prevent damage from insects and/or disease issues.



**Dave Mason**  
**Fertilization & Pest Control Supervisor**  
Dave is responsible overseeing LMP's Integrated Pest Management (IPM) services utilized to prevent damage from insects and/or disease issues.



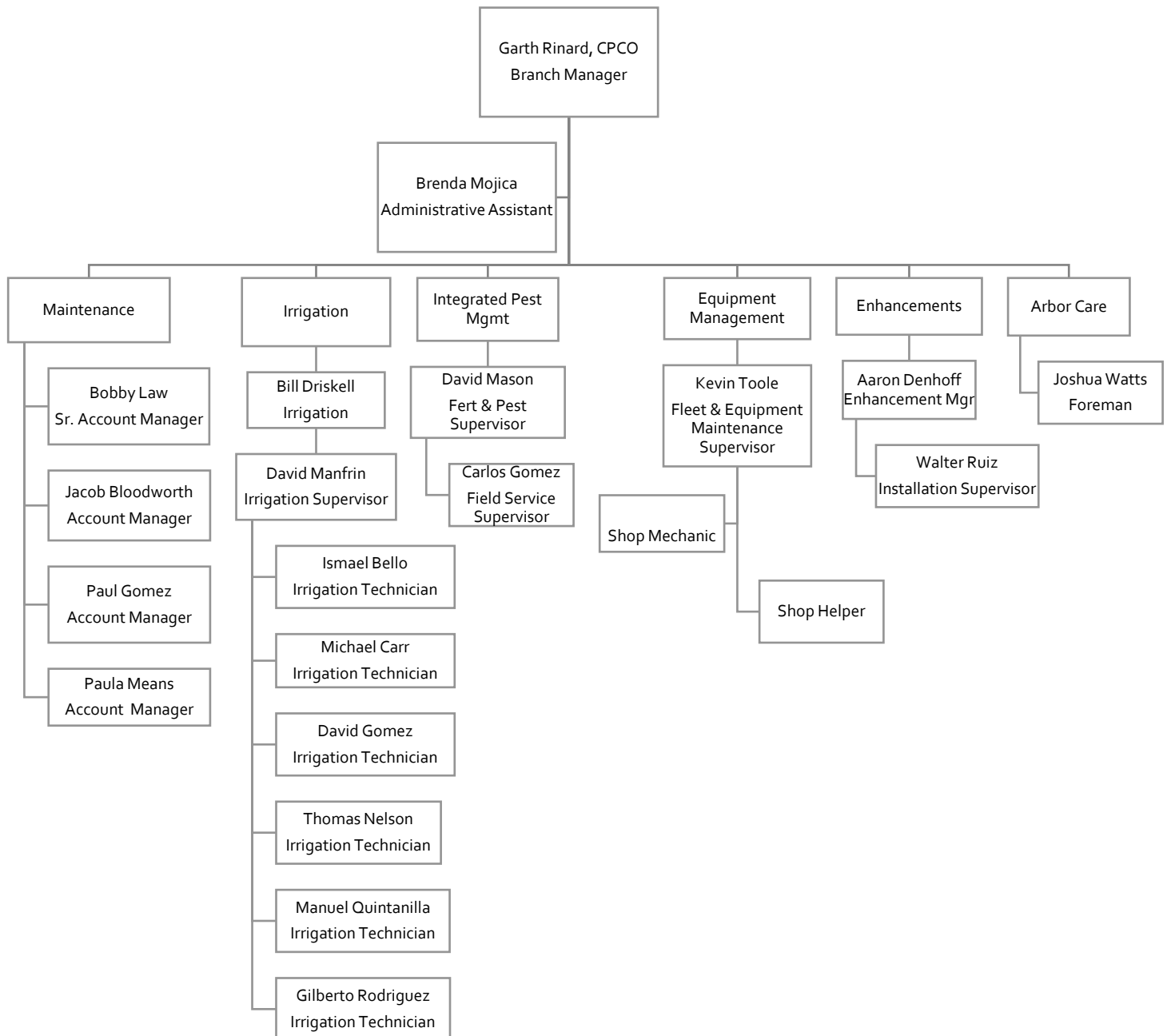
**Kevin Toole**  
**Mechanical Support Services**  
Kevin is responsible for ensuring that all vehicles and small equipment used by the Dover team is fully functional meeting all safety requirements.



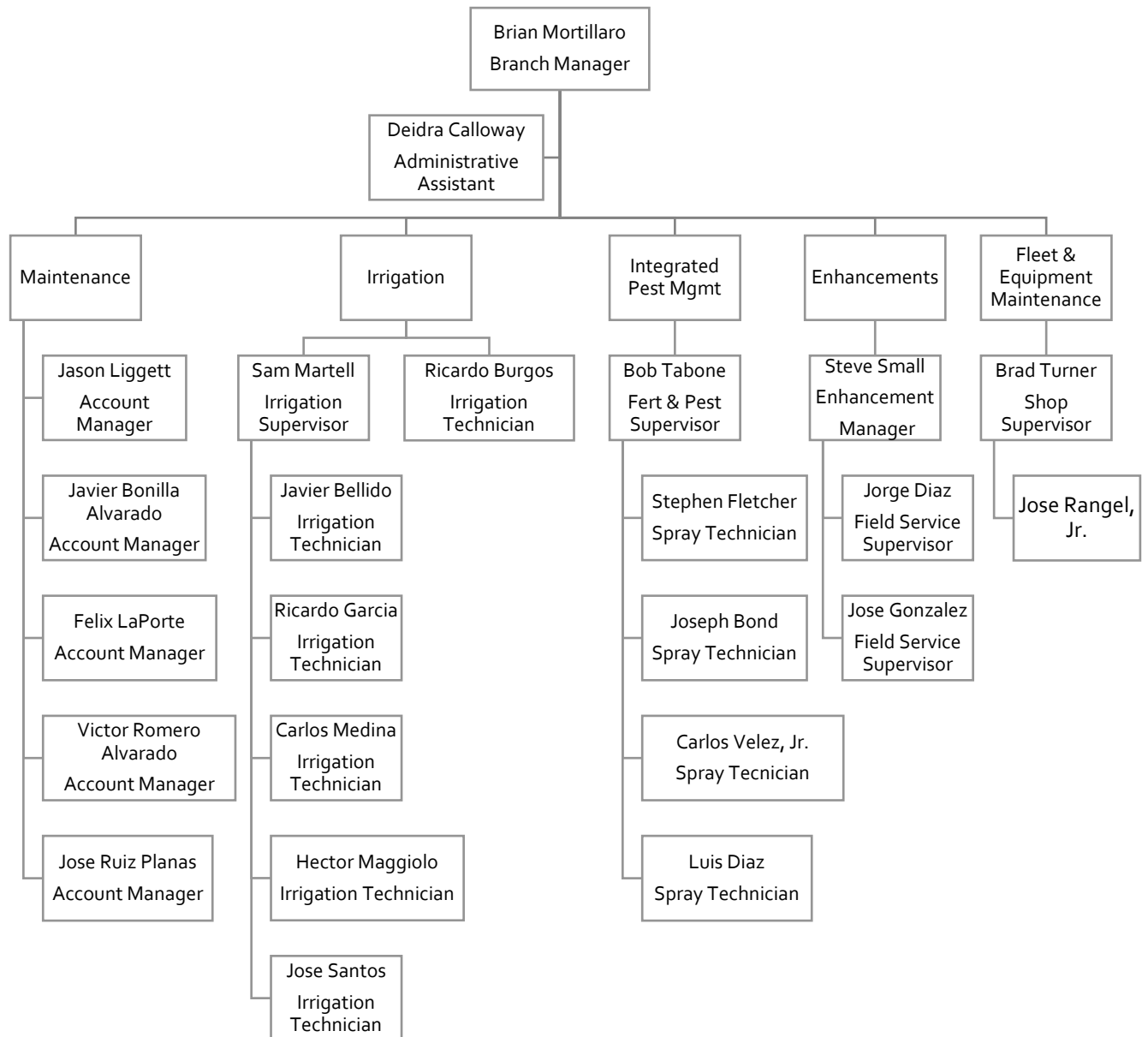
**Brad Turner**  
**Mechanical Support Services**  
Brad is responsible for ensuring that all vehicles and small equipment used by the Wesley Chapel team is fully functional meeting all safety requirements.



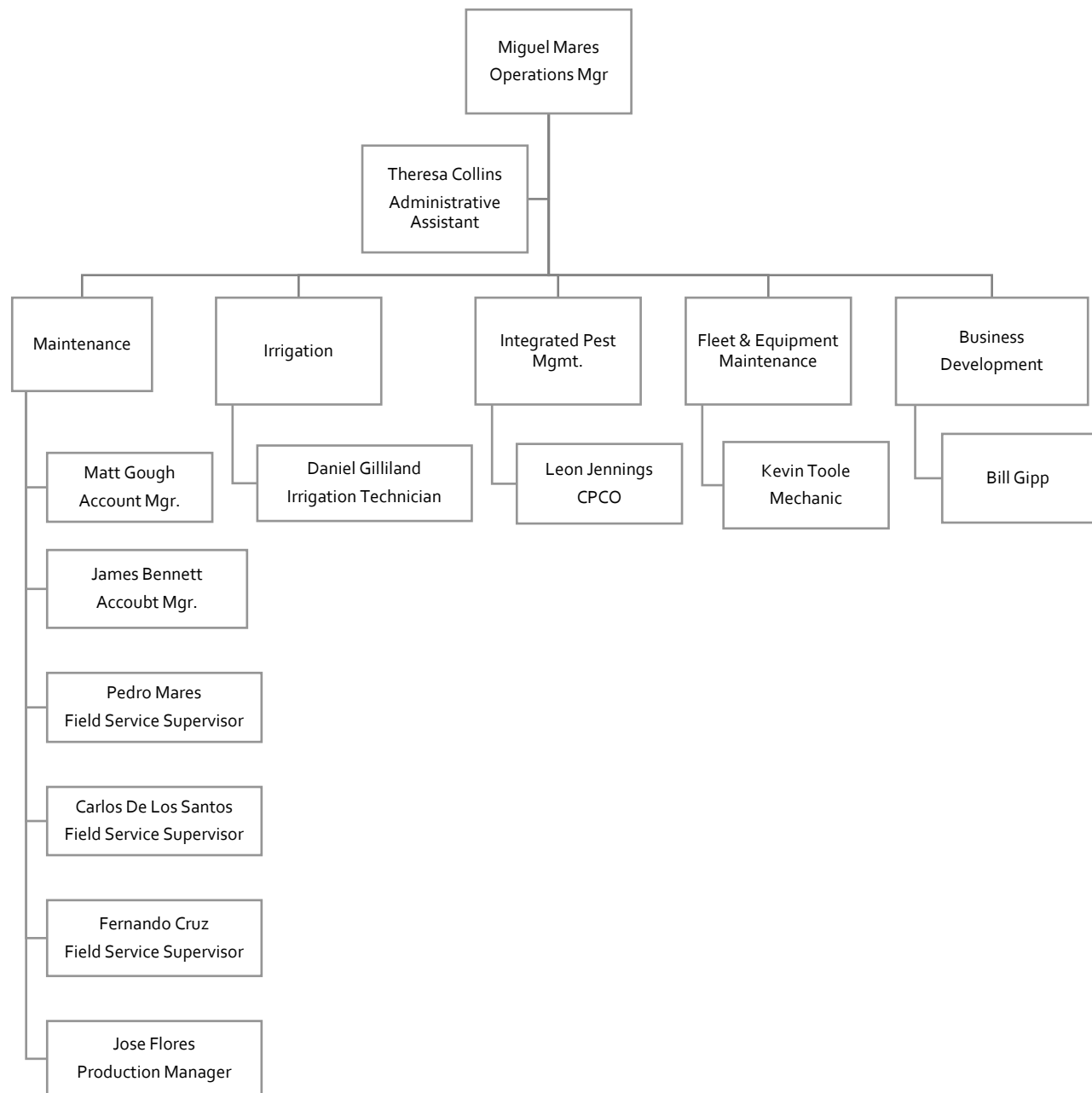
## DOVER BRANCH



## WESLEY CHAPEL BRANCH



## SARASOTA BRANCH



## **LMP BUSINESS RESILIENCY PLAN**

In reaction to any event deemed as critical in nature, LMP will adjust resources and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations. This includes but is not limited to the following events:

- ☞ Hurricane
- ☞ Named Storm
- ☞ Other Storm
- ☞ Flood
- ☞ Fire
- ☞ Tree Falls
- ☞ Safety Hazards

## **PANDEMIC OR OTHER RESOURCE DEFICIENCY ISSUES**

LMP will accommodate for deficiencies to resources due to Pandemic or other health related illnesses.

### **PRODUCTION**

Reduce standard Production Schedule to minimal needs during event and focus on proactive recovery of specific event.

- ☞ Do not add new enhancement or new installation work.
- ☞ Delay existing enhancement or new installation work.
- ☞ Delay regularly scheduled maintenance if possible.

### **RESOURCES REALIGNMENT**

- ☞ Shift Crew Leader to Foreman/Driver Position.
- ☞ Shift from department to department (i.e.: Irrigation to Production).
- ☞ Shift Foreman to Production Manager.
- ☞ Shift Operations Manager to Account Manager.
- ☞ Shift Regional Account Manager to Account Manager.
- ☞ Shift Irrigation Managers to Account Manager.
- ☞ Shift Agronomics & Horticulture Manager to Account Manager.
- ☞ 7 day work schedules and overtime.
- ☞ Hire temporary skilled resources from Staffing Service.

## **ENVIRONMENTAL & RECYCLING PROGRAM**

### ***ENVIRONMENTAL STATEMENT***

- 🍃 LMP, Inc. follows state and federal guidelines and regulations on environmental issues.
- 🍃 All employees are required to participate in LMP's environmental training.
- 🍃 LMP works with environmentally minded companies, and we are testing environmental friendly products and will adapt them and use products that comply with the green standards.

## **HAZARDOUS MATERIALS MANAGEMENT & DISPOSAL PROGRAM**

- 🍃 LMP, Inc. follows all federal regulations and guide lines when using, storing or disposal of hazardous and non-hazardous materials.
- 🍃 All hazardous materials are stored following the manufactures directions.
- 🍃 Hazardous materials are kept in a limited access building under lock and key.
- 🍃 Materials are received and dispensed under management supervision only.
- 🍃 Hazardous products that LMP carries inventory of on regular basis are stocked and used on an age basis using oldest first.
- 🍃 If any product is expired, (past the manufactures use date) or damaged upon delivery, it is contained and safely returned to the vendor.
- 🍃 LMP's Fleet Manager is the only person authorized to oversee the return or disposal of hazardous materials.
- 🍃 Vehicles and equipment are maintained and kept at the manufactures recommend setting for the best fuel consumption and minimum carbon emissions.

## **CONSUMPTION & RECYCLE**

- 🍃 All fuel and chemicals are kept in a secure limited access area, all items are dispensed by management only.
- 🍃 Mowers are all equipped with mulching blades.
- 🍃 All debris from our job sites are returned to LMP and sorted as: recycle, salvage, or trash and disposed of accordingly.

## **RESOURCE CONSERVATION & MANAGEMENT**

### **FUEL CONSERVATION**

- 🌿 Direct routing of vehicles to and from job sites.
- 🌿 Forward planning on upcoming jobs & future equipment needs.
- 🌿 Evaluation of travel time vs. Overtime.
- 🌿 Vehicle & equipment idle time.

### **WATER CONSERVATION**

- 🌿 Use reclaim water whenever available.
- 🌿 Rain sensors on all irrigation systems.
- 🌿 Use low flow drip & low volume spray heads.
- 🌿 Using native plant material that are drought resistance.

## **MOISTURE MANAGEMENT**

LMP, Inc. has partnered with the manufacturer and also distributors of Hydretain<sup>®</sup> to provide a moisture management aid as a moisture management option for our customers. We've had tremendous success in offering this to our customers which has proven to reduce water consumption, replacement turf and plant material costs not to mention water bills. Hydretain<sup>®</sup> is a liquid blend of synergistic organic compounds which reduces watering requirements, by as much as 50%, for plant, shrubs, trees, grasses and food producing agriculture.

In addition, by providing proper moisture management, Hydretain<sup>®</sup> helps to increase plant survival rates, maximize crop production, extend flower life, and maximize fertilizer usage and aid in transplant survival. Hydretain<sup>®</sup> slows water loss in soils by attracting and holding moisture within soil particles. Also, as a result of reduced evaporation, the lateral movement of moisture into the vicinity of the root zone is dramatically improved. This moisture is then held within the treated soil, readily available to the root system. As water moves into the plant, through the normal process of osmosis, the treatment remains in place continually seeking and managing available moisture.

## **LMP LICENSES & CERTIFICATIONS**

LMP, in accordance with the requirements specified within Florida Statute 482 (482.071), maintains at each of its locations copies of employee licenses from the Department of Agriculture and Consumer Services (DACS) as well as certificates from the Department of Environmental



Protection (DEP), the International Society of Arboriculture (ISA), and the Florida Nursery, Growers and Landscape Association (FNGLA) as well as other professional organizations. If the property should determine LMP is its service provider of choice then a copy of the required licenses will be provided for its records upon request.

First Name	Last Name	BMP	Pesticide Applicator	Commercial Fertilizer Applicator	CPCO	ISA Certified Arborist	FNGLA Certification(s)
Alvaro	Balderrama	GV405725-1					
Manuel	Barron	GV401468-1					
Ismael	Bello	GV401469-1					
Jacob	Bloodworth	GV406646-1	JE271970				
Joseph	Bond	GV29832-1	JE207834	LF219744			
Javier	Bonilla	GV397827-1					
Ricardo	Burgos		JE252127				
Nelson	Calderon	GV18173-2	JE186565	LF233541			
Scott	Carlson	GV11210-1					
Jose	Centeno		JE280378				
Kenyatta	Clayton	GV909032-1					
Angel	Cruz		JE282568				
Fernando	Cruz		JE280389				
Michael	Davidson		JE116766				
Cristobal	De La Cruz	GV29835-1	JE144020	LF219748			
Carlos	Delgado Castro	GV909033-1					
Aaron	Denhoff	GV19093-1					
Luis	Diaz		JE266583				
William "Bill"	Driskell, Sr	GV19062-1					
Stephen	Fletcher	GV19329-1	JE199332	LF219686			
David	Fontanez	GV401471-1					
Diego	Francisco	GV397987-1					
Trenard	Garner	GV909035-1	JE280387				
Andres	Gaspar-Esteban	GV401614-1	JE272345				
Candido	Gaspar-Juan		JE272937				
Carlos	Gomez	GV29838-1	JE201112	LF225682			
David	Gomez	GV4613-1					
Paul	Gomez	GV12405-1	JE159363				

Edin	Gonzalez	GV397713-1	JE184954			
Matthew	Gough	GV910380-1	JE283985			
Sarbelio	Hernandez		JE282539			
Orlando	Jacinto		JE272938			
Rufino	Jahuey	GV397714-1				
Leon	Jennings	GV4512-1	JE40598	LF223452	JF5986	FL-5259A
Cristhian	Jimenez Torres	GV909036-1				
Alejandro	Juarez		JE252128			
Felix	Laporte	GV402063-1	JE255130			
Bobby	Law	GV12409-1	JE136722			
Bill	Leavens	GV20498-1	JE138769			
Auner	Lopez	GV397988-1	JE243116			
Claudio	Lopez	GV405727-1	JE272626			
Andres	Lopez	GV14789-1	JE257877			
David	Manfrin	GV29844-1				
Samuel	Martel	GV406648-1				
Miguel	Martinez	GV401765-1				
David	Mason	GV14131-2	JE174601	LF279730		
Andres	Melo Manuel		JE266670			
Esteban	Merida		JE284077			
Angel	Miron	GV397990-1	JE284078			
Gabriel	Miron-Torres	GV397716-1	JE201115			
Jimy	Molina	GV397991-1	JE218002			
Angel	Monterroso	GV401763-1				
Nery	Monterroso	GV405729-1				
Edgardo	Navarro		JE252131			
Thomas	Nelson	GV12398-2				
Alex	Ortiz		JE280379			
Ledarin	Ragins		JE205518			
Sotero	Ramos		JE277849			
Vilvian	Ramos Gomez		JE279533			
Jose	Reyes	GV397993-1				
Rafael	Reyes	GV406650-1				
Garth	Rinard		JE29820		JF159948	
Jose	Rios	GV910340-1	JE283843	LF284218		

Ruben	Rivero		JE280376	
Miguel	Rogel-Saldivar	GV32492-1	JE226730	LF231145
Sergio	Rojas			
Victor	Romero-Alvarado	GV402065-1	JE237110	
Victor	Rubio-Balli	GV401768-1		
Jose	Ruiz Planas	GV397996-1		
Paulino	Ruiz-Hernandez	GV401474-1		
Nicholas	Sanborn		JE170039	
Luis	Santana		JE280377	
Steve	Small	GV29846-1	JE170038	LF219743
Sean	Spencer	GV24336-1	JE170039	LF286565
Robert	Tabone		JE52727	LF184018 JF250513
Kevin	Toole	GV406651-1		
Jose	Ugarte	GV402066-1		
Randy	Vazquez		JE232542	LF233292
Jose	Vazquez	GV34698-1	JE232537	LF233291
Carlos	Velez, Jr.		JE282565	
Kelly	Vickers	GV36130-1		FCP H62 12182
Bonifacio	Villegas	GV23038-1	JE204496	LF219742

## ASSETS & EQUIPMENT

### VEHICLES

Year	Make	Model
1999	Ford	F-350
1999	Ford	F-550
2001	Ford	F-550
2001	International	4700
2002	Ford	F-350
2002	International	4300
2004	Ford	F-250
2004	Ford	F-250
2005	Isuzu	Spray
2006	Ford	F-350
2006	Ford	F-250
2006	Ford	F-250
2006	Ford	F-250
2006	Ford	F-150
2008	Ford	Ranger
2008	Ford	F-250

2008	GMC	Sierra 1500
2008	Ford	Ford
2008	Ford	F-250
2008	Ford	F-250
2008	Ford	F-250
2008	Ford	F-250
2009	Ford	F-150
2010	Ford	F-250
2010	Ford	F-250
2010	Ford	F-150
2010	Ford	F-150
2010	Ford	F-150
2010	Ford	F-150
2010	Ford	F-150
2010	Ford	F-150
2011	Ford	F-250
2011	Ford	F-250
2011	Ford	F-150
2011	Ford	F-150
2011	Ford	F-150
2011	Ford	F-150
2011	Ford	F-150
2011	Ford	F-250
2011	Ford	F-250
2011	Ford	F-450
2011	Chevy	Silverado 1500
2011	Ford	Escape
2011	Ford	F-150
2011	Ford	F-150
2011	Ford	F-250
2011	Ford	Ranger
2012	Ford	F-250
2012	Ford	F-250
2012	Ford	F-250
2012	Ford	F-250
2012	Ford	F-150
2012	Ford	F-250
2013	GMC	Silverado 1500
2013	GMC	Silverado 1500
2013	Ford	F-150
2013	Ford	F-150
2013	Ford	F-250
2013	Ford	F-150
2014	Nissan	NV200

2014	Ford	F-250
2014	Nissan	NV200
2015	Ford	F-250
2015	Ford	F-250
2015	Chevy	Colorado
2015	Chevy	Colorado
2015	Nissan	NV200
2015	Nissan	NV200
2016	Chevy	Colorado
2016	Isuzu	NPR Crew Cab
2016	Isuzu	NPR Crew Cab
2016	Chevy	Colorado
2016	Chevy	Colorado
2016	Ford	F-250
2016	Ford	F-250
2016	Chevy	Colorado
2017	Ford	Escape
2017	Chevy	Colorado
2017	Ford	F-250
2018	Ford	Escape
2018	Isuzu	NQR
2018	Isuzu	NQR
2018	Isuzu	NPR Crew Cab
2018	Isuzu	NPR Crew Cab
2018	Chevy	Colorado
2018	Chevy	Colorado
2018	Isuzu	NQR W/ DUMP BODY
2018	Chevy	Colorado
2018	Nissan	NV200
2018	Chevy	Colorado
2018	Isuzu	NPR Crew Cab
2018	Ford	Escape
2019	Chevy	Colorado
2019	Chevy	Colorado
2019	Chevy	Colorado

## MOWERS, HAND HELD & OTHER EQUIPMENT

MANUFACTURER	QTY	DESCRIPTION
<b>Bobcat</b>	2	Skid steer Loader
<b>Club Car</b>	2	Golf Cart
<b>Dolmar</b>	1	Chain Saw
<b>Eagle</b>	1	Portable Air Compressor

<b>Echo</b>	1	Chain Saw
<b>ExMark</b>	2	60" Mower
<b>ExMark</b>	1	72" Mower
<b>ExMark</b>	8	52" Walk behind Mower
<b>ExMark</b>	5	21" Walk behind Mower
<b>Gravely</b>	2	Blower
<b>Gravely</b>	6	52"" Mower
<b>Gravely</b>	3	60" Mower
<b>Gravely</b>	15	52" Walk Behind Mower
<b>Gravely</b>	1	Blower
<b>Honda</b>	1	21" Push mower
<b>Husky</b>	2	Air Compressor
<b>Husky</b>	1	Generator
<b>Husqvarna</b>	55	Blower
<b>Husqvarna</b>	41	Backpack Blower
<b>Husqvarna</b>	1	Chain Saw
<b>Husqvarna</b>	10	Stick Hedger
<b>Husqvarna</b>	39	Edger
<b>Husqvarna</b>	31	Hedger
<b>Husqvarna</b>	56	Trimmer
<b>Husqvarna</b>	12	60" Mower
<b>Husqvarna</b>	14	72" Mower
<b>Husqvarna</b>	3	61"" Mower
<b>Husqvarna</b>	1	60" Zero Turn Mower
<b>Husqvarna</b>	2	Mower
<b>Husqvarna</b>	9	52" Walk behind Mower
<b>Jacobsen</b>	1	Batwing Mower
<b>John Deere</b>	1	Gator 6X2 Wheel
<b>John Deere</b>	1	Gator 4X2 Wheel
<b>John Deere</b>	1	Wheel Loader
<b>Lesco</b>	3	Spreader
<b>Lincoln Electric</b>	2	Welder
<b>Little Wonder</b>	1	Blower
<b>Little Wonder</b>	1	Lawn Vacuum
<b>Ranger</b>	1	Balancer
<b>Ranger</b>	1	Tire Machine
<b>Stihl</b>	1	Blower
<b>Stihl</b>	6	Backpack Blower
<b>Stihl</b>	20	Chain Saw
<b>Stihl</b>	13	Pole Saw



<b>Stihl</b>	1	Trimmer
<b>Stihl</b>	21	Stick Hedger
<b>Stihl</b>	6	Hedger
<b>Stihl</b>	25	Edger
<b>Stihl</b>	3	Trimmer
<b>Toro</b>	8	21" Push mower
<b>Toro</b>	1	Workman 3200
<b>Toro</b>	1	Lawn Tractor

# CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2019

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).


<b>PRODUCER</b> Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716		<b>CONTACT NAME:</b> Sue Russell, CIC <b>PHONE (A/C, No, Ext):</b> (727) 391-9791 <b>FAX (A/C, No):</b> (727) 393-5623 <b>E-MAIL ADDRESS:</b> sue.russell@stahlinsurance.com	
<b>INSURED</b> Landscape Maintenance Professionals Inc dba LMP P O Box 267 Seffner FL 33583-0267		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westfield Insurance Company <b>INSURER B:</b> Bridgefield Casualty Ins Co <b>INSURER C:</b> Travelers Property Casualty Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 24112 10335 36161	

**COVERAGES** **CERTIFICATE NUMBER:** CL1910949476 **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			CMM7817146	10/14/2019	10/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CMM7817146	10/14/2019	10/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TBD	10/14/2019	10/14/2020	PIP-Basic \$ 10,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 5,000,000
	DED: RETENTION \$						AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			19649070	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CMM7817146	10/14/2019	10/14/2020	Limit 75,000
	Scheduled Equipment						Limit/Deductible 1,552,482/2,500

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

<b>CERTIFICATE HOLDER</b>  FOR INFORMATION PURPOSES ONLY ***** *****	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Landscape Maintenance Professionals, Inc.  
(Here insert full name and address or legal title of Contractor)

P O Box 267, Seffner, FL 33583

as Principal, hereinafter called the Principal, and Platte River Insurance Company

(Here insert full name and address or legal title of Surety)

PO Box 5900, Madison, WI 53705-0900

a corporation duly organized under the laws of the State of NEBRASKA

as Surety, hereinafter called the Surety, are held and firmly bound unto Harrison Ranch Community  
Development District

(Here insert full name and address or legal title of Owner)

9428 Camden Field Parkway, Riverview, FL 33578

as Obligee, hereinafter called the Obligee, in the sum of Ten Thousand and 00/100--

Dollars (\$ \$10,000.00 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Landscape & Irrigation Maintenance Services, Manatee County, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 18th day of October 2019

  
(Witness)

Landscape Maintenance Professionals, Inc.

(Principal)

(Seal)

(Title)

  
(Witness)

Platte River Insurance Company

(Surety)

(Seal)

(Title)

Lisa Roseland, Attorney-in-Fact  
and Florida Licensed Resident Agent





PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41415448

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

LISA ROSELAND, TERESA L DURHAM; KIM E NIV; JEFFREY W REICH; SARAH K O'LINN; CHERYL FOLEY  
SUSAN L REICH; GLORIA A RICHARDS; SONJA AMANDA FLOREE HARRIS; ROBERT P. O'LINN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000 00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski  
Vice President, Treasurer & CFO

Suzanne M. Broadbent  
Assistant Secretary

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills  
CEO & President

On the 3<sup>rd</sup> day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of October, 2019



Antonio Celii  
General Counsel, Vice President & Secretary

**AFFIDAVIT REGARDING PROPOSAL**

**STATE OF Florida**  
**COUNTY OF Pasco**

Before me, the undersigned authority, appeared the affiant, Scott A. Carlson, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Landscape Maintenance Professionals, Inc. ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s (list all):

Addendum # 1 -10/3/2019..Addendum # 2-10/15/2019 ...Addendum #3-10/17/ 2 019

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this 17th day of October, 2019,

STATE OF Florida  
COUNTY OF Pasco

Proposer: Landscape Maintenance Professionals, Inc. Landscape Maintenance Professionals, Inc.

By: Scott A. Carlson

Signature Scott A. Carlson

Title: Vice President



The foregoing instrument was acknowledged before me this 17th day of October, 2019, by Scott A Carlson of Landscape Maintenance Professionals, Inc., who is personally known to me or who has produced as identification, and did [x] or did not [ ] take the oath.

Deidra Calloway  
Notary Public, State of Florida  
Print Name: Deidra Calloway  
Commission No.: GG 176615  
My Commission Expires: 2/25/2022





**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name : Landscape Maintenance Professionals, Inc.

Street Address : 1306 Rome Avenue

P. O. Box (if any) \_\_\_\_\_

City Sarasota State Florida Zip Code 34243

Telephone (951) 556-9404 Fax no. (813) 757-6501

1st Contact Name Scott A. Carlson Title Vice President

2nd Contact Name Miguel Mares Title Operations Manager

Parent Company Name (if any) Landscape Maintenance Professionals, Inc.

Street Address 13050 E US HWY 92

P. O. Box (if any) \_\_\_\_\_

City Dover State Florida Zip Code 33527

Telephone (813) 757-6500 Fax no. (813) 757-6501

1st Contact Name Orlando Castillo Jr. Title President

2nd Contact Name Scott A. Carlson Title Vice President



**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 1306 Rome Avenue

P. O. Box (if any) \_\_\_\_\_

City Sarasota State Florida Zip Code 34243

Telephone (941) 556-9404 Fax no. (813) 757-6501

1st Contact Name Scott A Carlson Title Vice President

2nd Contact Name Miguel Mares Title Operations Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1-2 Supervisors, who will be onsite 5 days per week;  
4-5 Technical personnel, who will be onsite 10-12 days per month ; and  
6 Laborers, who will be onsite 5 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Leon Jennings

Position / Certifications: Certified PCO and ISA Certified Arborist

Duties / Responsibilities: Oversee fert/pest operations/ oversee arbor operations

% of Time to Be Dedicated to This Project: 5 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Greyhawk Landing CDD

Contact: Jim Hengel Contact Phone: (561) 531-4107

Project Type/Description: Full Service Landscape and Irrigation Maintenance

Duties / Responsibilities: Oversee fert/pest operations/ oversee arbor operations

Dollar Amount of Contract: \$323,172.00

Proposer's Scope of Services for Project: Mowing of all turf areas, soft and hard edging  
Detail of ornamental beds, shrub, tree and palm trimming, fertilization of turf and all other  
plant material.

Inspect and repair irrigation system as needed.

Dates Serviced: April 2018 to current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☐ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

LMP, Inc. performs an exhaustive and thorough background check of all applicants including criminal, civil, credit, prior Verification of Employment (VOE), documentation verification, motor vehicle records, and submittal of the required Drug Free Workplace requirements prior to extending an offer of employment.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*
- **ATTACHED LIST WITHIN LMP INFORMATION PACKAGE**

### OFFICERS

PROPOSER: Landscape Maintenance Professionals, Inc.

DATE: October 17, 2019

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Orlando Castillo Jr	President	Oversight of all Business Operations	Sarasota, Florida
Scott A Carlson	Vice President	Oversight of Daily Operations	Lutz, Florida
Leon Jennings	Company Officer	Safety/Risk Coordinator	Lakeland, Florida
FOR PARENT COMPANY (if applicable)			



**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: Landscape Maintenance Professionals, Inc.

DATE: October 17, 2019

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Miguel Mares	Operations Manager	Branch Operation Oversight	Sarasota, FL	10%	1	20 years
Bill Gipp	Account Manager	Property Care Oversight	Sarasota, FL	10%	4	30 years
Tavares Sterling	Irrigation Manager	Irrigation Operations Oversight	Sarasota, FL	10%	1	20 years
Fernando Cruz	Production Supervisor	Oversight of Field Operations	Sarasota, FL	20%	3	3 years
Carlos De Los Santos	Production Supervisor	Oversight of Field Operations	Sarasota, FL	20%	3	15 years

**COMPANY-OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Landscape Maintenance Professionals, Inc.

DATE: October 17, 2019

[illegible]

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
☒ No ☐ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Greyhawk Landing CDD

Contact: Jim Hengel Contact Phone: (561) 531-4107

Project Type/Description: Full Service Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$323,172.00

Scope of Services for Project: Mowing of all turf areas, soft and hard edging, detail of ornamental beds, tree, shrub and palm trimming, fertilization of turf and all other plant material.

Inspect and repair irrigation system as needed.

Dates Serviced: December 2018 to current (current client)

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2018 = \$16,801,356.00

2017 = \$16,102,981.00

2016 = \$15,098,262.00

**Landscape Maintenance Professionals**  
**Balance Sheets**  
**December 31,**

	2018	2017	2016
<b>ASSETS</b>			
Current Assets			
Cash	15,048	27,125	51,302
Trade Accounts Receivable	1,121,826	978,197	950,687
Supplies Inventory	82,959	85,265	15,235
Other Current Assets	15,179	1,321	24,959
Total Current Assets	<u>1,235,011</u>	<u>1,091,907</u>	<u>1,042,183</u>
Property, Plant and Equipment			
Land	175,000	175,000	175,000
Buildings	864,629	863,198	854,314
Vehicles	326,892	318,434	221,740
Operating Equipment	1,105,104	908,569	698,112
Furniture, Fixtures and Office Equipment	126,689	120,234	105,276
	<u>2,598,314</u>	<u>2,385,435</u>	<u>2,054,442</u>
Less Accumulated Depreciation	<u>1,012,608</u>	<u>929,307</u>	<u>808,166</u>
Total Property Plant and Equipment	<u>1,585,706</u>	<u>1,456,128</u>	<u>1,246,276</u>
Other Assets, net	<u>43,301</u>	<u>39,601</u>	<u>40,051</u>
Total Assets	<u><u>2,864,019</u></u>	<u><u>2,587,637</u></u>	<u><u>2,328,510</u></u>

**LIABILITIES AND SHAREHOLDER'S EQUITY (DEFICIT)**

Current Liabilities			
Accounts Payable	1,041,988	365,789	646,827
Credit Card Payable	43,178	29,397	21,841
Notes/LOC Payable	496,290	491,290	441,290
Current Maturities of Long Term Debt	279,392	214,174	232,823
Other Accrued Liabilities	83,563	56,108	100,548
Total Current Liabilities	<u>1,944,411</u>	<u>1,156,758</u>	<u>1,443,329</u>
Long Term Debt, less Current Maturities	<u>872,088</u>	<u>910,183</u>	<u>920,636</u>
Total Liabilities	<u>2,816,498</u>	<u>2,066,941</u>	<u>2,363,965</u>
Shareholder's Deficit			
Common Stock	100	100	100
Retained Earnings (Accumulated Deficit)	47,420	520,596	(35,555)
Total Shareholder's Equity	<u>47,520</u>	<u>520,696</u>	<u>(35,455)</u>
Total Liabilities and Shareholder's Deficit	<u><u>2,864,019</u></u>	<u><u>2,587,637</u></u>	<u><u>2,328,510</u></u>

**Landscape Maintenance Professionals**  
**Statements of Operations**  
**Years Ended December 31,**

	2018	2017	2016
<b>REVENUES</b>			
Landscape Revenue, net	16,801,356	16,102,981	15,098,262
<b>COST OF GOODS SOLD</b>			
Labor and Related Benefits	7,609,115	7,117,925	6,781,332
Materials	3,417,729	2,925,021	2,775,245
Equipment Related Costs	1,473,838	1,335,941	1,707,046
Other Costs	45,064	43,761	44,100
	<u>12,545,747</u>	<u>11,422,647</u>	<u>11,307,723</u>
Gross Profit	4,255,610	4,680,334	3,790,539
<b>OPERATING EXPENSES</b>			
Salaries, Wages and Related Benefits	2,825,336	2,674,562	2,563,562
Automobile Expense	294,618	221,357	89,932
Bank and Credit Card Charges	45,656	26,994	24,126
Rent	170,255	170,032	171,011
Dues and Subscriptions	8,612	8,001	9,553
Taxes and Licenses	25,105	30,279	29,286
Repairs and Maintenance	21,633	7,551	24,654
General Insurance	122,463	111,008	102,565
Office Supplies and Expense	63,758	80,821	67,804
Computer Expense	32,684	17,080	15,753
Telephone and Utilities	79,399	74,447	129,879
Advertising and Promotion	27,822	26,091	25,870
Contributions	855	1,307	600
Travel and Entertainment	71,298	57,575	60,457
Interest Expense	133,402	118,750	124,962
Dumpster	7,021	5,620	6,352
Damage Claims	11,223	7,785	11,982
IT Consulting Fees	72,469	63,941	65,575
Legal and Professional Expense	130,307	25,988	102,291
Bad Debt Expense	1,299	11,711	8,149
Depreciation	<u>192,720</u>	<u>121,581</u>	<u>86,242</u>
	4,337,937	3,862,482	3,720,605
Net Operation Income	(82,327)	817,852	69,935
OTHER INCOME (EXPENSE), net	<u>(19,677)</u>	<u>4,613</u>	<u>(1,519)</u>
NET INCOME (LOSS)	<u>(102,004)</u>	<u>822,465</u>	<u>68,416</u>

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project #1 Name/Location: WatersEdge/Rivers Reach

Contact: Greg Cox Contact Phone: (813) 933-5571

Project Type/Description: Full Service Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$132,000.00

How was the project similar to this project? Very similar scope, but smaller in size.

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Mowing of all turf areas, soft and hard edging, detail of ornamental beds.

tree, shrub and palm trimming, fertilization of turf and all other plant material.

Inspect and repair irrigation system as needed.

List of equipment used on site: 104" mowers, 60 " mowers. 48 " mowers, walk behind mowers

Gas powered edgers, line trimmers, hedge trimmers, power pruners.

Ride On fertilizer spreaders , bucket and grapple truck.

List of subcontractors used: None

Is this a current contract? Yes ☒ No ☐

Duration of contract: June 2016 to current



- *(Information regarding similar projects – continued)*

Project #2 Name/Location: Hampton Muse @ St Andrews Plantation

Contact: Kim Delany Contact Phone: (941) 870-4920

Project Type/Description: Full Service Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$18,000.00

How was the project similar to this project? Similar in scope of work but much smaller in size.

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

Mowing of all turf areas, soft and hard edging, detail of ornamental beds.

tree, shrub and palm trimming, fertilization of turf and all other plant material.

inspect and repair irrigation system as needed.

List of equipment used on site: 104" mowers, 60 " mowers, 48 " mowers, walk behind mowers

Gas powered edgers, line trimmers, hedge trimmers, power pruners.

Ride On fertilizer spreaders , bucket and grapple truck.

List of subcontractors used: None

Is this a current contract? Yes ☒ No ☐

Duration of contract: August 2018 to current

- *(Information regarding similar projects – continued)*

Project #3 Name/Location: Vizcaya Of Bradenton Condo Association

Contact: Paul Sellers Contact Phone: (941) 755-2082

Project Type/Description: Full Service Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$138,000.00

How was the project similar to this project? Very similar scope, but smaller in size.

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): \_\_\_\_\_

Mowing of all turf areas, soft and hard edging, detail of ornamental beds.

tree, shrub and palm trimming, fertilization of turf and all other plant material.

inspect and repair irrigation system as needed.

\_\_\_\_\_

List of equipment used on site: 104" mowers, 60 " mowers. 48 " mowers, walk behind mowers

Gas powered edgers, line trimmers, hedge trimmers, power pruners.

Ride On fertilizer spreaders , bucket and grapple truck

List of subcontractors used: None

\_\_\_\_\_

Is this a current contract? Yes X No \_\_\_\_\_

Duration of contract: April 2018 to current

- *(Information regarding similar projects – continued)*

Project #4 Name/Location: Hyatt Regency

Contact: Marcia Clark Contact Phone: (941) 365-0706

Project Type/Description: Full Service Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$63,214.00

How was the project similar to this project? Similar scope, but difference in performance due to needs of an active resort.

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

Mowing of all turf areas, soft and hard edging, detail of ornamental beds,  
tree, shrub and palm trimming, fertilization of turf and all other plant material,  
inspect and repair irrigation system as needed.

List of equipment used on site: 104" mowers, 60 " mowers, 48 " mowers, walk behind  
mowers Gas powered edgers, line trimmers, hedge trimmers, power pruners.  
Ride On fertilizer spreaders , bucket and grapple truck.

List of subcontractors used: None

Is this a current contract? Yes ☒ No ☐

Duration of contract: September 2013 to current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☐ No ☒ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☐ No ☒

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

What is the Proposer's current worker compensation rating? .83

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ☒ No ☐

If yes, please describe each incident : Amputation of big toe due to field laborer inattention while working around zero turn mower. Laborer was not wearing work boots as dictated by company safety policy.

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?* Yes ☐ No ☒ If yes, please provide:

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

*None*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

*None*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal: 

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Describe the Nature of the Action: 

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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# HARRISON RANCH CDD

## Evaluation Criteria Items – Narrative

1. **PERSONNEL** – The Operations Manager who will be responsible for directly managing Harrison Ranch CDD will be Miguel Mares. Miguel has an extensive operational background that spans over 20+years in the industry. He has been with LMP for 1+years and his attention to the details and his communication separates Miguel from other Operations Managers in the industry. He's very personable and isn't afraid to get his hands dirty when the need arises. The Account Manager assigned to the property is Bill Gipp, a 30 year seasoned veteran in this area that has a special eye for detail and extensive knowledge in the horticultural field. We will provide a maintenance crew of 6 on site daily to service the property. We have always felt that a dedicated crew over the course of a week does a much better job than a larger crew over the course of one or two days. Five days affords us the extra ability to pay close attention to the landscape. Any landscape issues observed can be addressed on that same day or week as opposed to waiting until the following weeks service visit. In addition, we will also have 2 supervisors onsite, including our Irrigation Supervisor and our Fert/ Pest Supervisor. As for trained technical staff, we will be utilizing our LMP trained/skilled technicians , BMP certified, to address, irrigation, annuals, fertilization and pest control of the community throughout the year.
2. **EXPERIENCE** – LMP has been in business since 1991. We are a family owned company based in Tampa with offices in Sarasota and Wesley Chapel. We employ over 250 employees and have roughly 100 trucks on the road each day. In our bid package you will see a partial list of our various customers. I'd encourage you to pick out any of those customers that you would like to contact, and we will supply you with the contact information. This is how committed we are to our quality as we firmly believe you can contact any one of our customers and they will tell you just how pleased they are to have LMP as their landscape maintenance partner. Currently we work with over 25+ Community Development Districts throughout the state of Florida. While we are relatively new to the Sarasota market (6+ years), we have a solid reputation on servicing some of the highest quality CDD's. Below is a list of several of them.
  1. Greyhawk Landing CDD
  2. Waters Edge CDD( Rivers Reach) Parrish
  3. Covington Park CDD
  4. Waterset North CDD
  5. Waterset Central CDD
  6. Parkway CDD
  7. Panther Trace I CDD
  8. Panther Trace II CDD
  9. South Fork East CDD
  10. Hawks Point CDD
  11. Heritage Isles CDD
  12. Meadow Pointe II CDD
  13. Meadow Pointe III CDD
  14. Meadow Pointe IV CDD
  15. New River CDD
  16. Bexley Ranch CDD

## HARRISON RANCH CDD

3. **GEOGRAPHIC PROXIMITY** - The local LMP branch servicing Harrison Ranch CDD is approximately 20 miles away, located at 1306 Rome Avenue in Sarasota.
  
4. **UNDERSTANDING THE SCOPE OF WORK** - Being a service provider that currently maintains over 25 CDD's in Florida, we fully understand the scope of work at Harrison Ranch CDD. We are very committed to working hard to improve the overall appearance of the Harrison Ranch CDD. All of our technicians are University of Florida certified in Best Management Practices (BMP) which is important when considering a vendor. This is important because our technicians (fert/pest and irrigation) are trained to diagnose when there is the start of an issue on your property, which helps to reduce any issues before they become larger issues. Ultimately, it is our responsibility to make the landscape of the property look the very best at all times and we can assure you that we fully understand the scope of work and the high level of service expectations.  
  
Currently we work with Rizzetta & Company at 15 communities throughout Florida so we also understand the expectation of the specifications that they provide to contractors probably better than any of the other bidders.
  
5. **FINANCIAL CAPACITY** - Included in our bid package is a list of vehicles and equipment as well as a financial statement about the company. Our bid package outlines the trucks, mowers, miscellaneous equipment owned as well as our insurance coverage information. Working for several Fortune 500 companies, we understand the importance of being stable as a business. These companies as well as many other customers put their largest uninsured asset in the hands of LMP to oversee for them and we welcome the challenge to take ownership of their landscape.
  
6. **PRICE** - We believe our pricing is very thorough and very well thought out to be a win / win for both parties. We understand what the job needs and have accounted for all items in our pricing. We also fully understand that pricing is ultimately 25% of the evaluation process, but we also are in the relationship business and we pride our reputation on being a good operational company that provides high level quality service at reasonable prices. We honor our prices for the life of the contract and you will not have any issues of bait and switch tactics which do occur when a company has low bid portions of the contracts.
  
7. **REASONABLENESS OF ALL NUMBERS** - We have no problem and are accustomed to being held fully accountable, we fully understand that reasonableness of all numbers account for 15% of the evaluation process. We provide fertilizer bags now to many of our Rizzetta customers and understand if we missed the mark on an item like fertilizer, then the customer still expects the fertilizer to be applied to all areas at no additional cost. If an item like fertilizer quantity is way low, then what else was missed in the pricing process? The contractor who made the error in their evaluation will most likely then look at other areas to cut back on to account for their error in evaluating the property when creating their pricing. I would strongly encourage you to look closely at line item quantities and unit pricing.



P.O. Box 267 - Seffner, FL 33583 (813)757-6500 ♦ FAX (813)757-6501 ♦ sales@lmppro.com

**Harrison Ranch CDD:**

<b>Harrison Ranch Adopted Budget Fiscal Year 2019-2020</b>	<b><u>Budget Total</u></b>	<b><u>**LMP Price</u></b>
Line Item: Landscape Maintenance	\$312,888.00	\$318,277.00
Line Item: Landscape-Fert	\$47,493.00	\$41,520.00
Line Item: Landscape-Pest Control	\$12,000.00	\$8,700.00
Line Item: Irrigation Maintenance	<u>\$41,000.00</u>	<u>\$43,200.00</u>
Total (Contract Parts 1-4):	\$413,381.00	\$411,697.00

**\*\*Disclaimer: LMP is not providing pricing based off adopted budgetary figures, please use this simply as a reference as to how LMP would fit into your adopted fiscal year budget.**

## PROPOSAL FORM PART IV -- PRICING

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

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

### **PART 1**

**General Landscape Maintenance**

**\$ 318,277.00 Yr**

#### **Optional Service Pricing:\***

- Storm Cleanup \$ 35.00 /hr
- Freeze Protection (description of ability LMP has the ability to respond quickly to apply freeze cloth. We can also purchase the cloth for the community as well and store it at our facility for use solely at Harrison Ranch CDD.  
\$ 750.00 per/application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- Hand Watering  
\$ 35.00 /hr for employee with hand-held hose  
\$ 55.00 /hr for water truck/tanker

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

### **PART 2**

**Fertilization (All labor and materials)**

**\$ 41,520.00 Yr**

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
FEB	25-0-11 W PRE-M	.5 LB N/1000 SF	1,550 POUNDS	\$2,790.00
MAR	25-0-11 W PRE-M	.5 LB N/1000 SF	1,550 POUNDS	\$2,790.00
APR	25-0-11	.5 LB N/1000 SF	1,550 POUNDS	\$2,790.00
MAY	25-0-11	1 LB N/1000 SF	3,100 POUNDS	\$5,580.00
OCT	25-0-11	1 LB N/1000 SF	3,100 POUNDS	\$5,580.00
NOV	25-0-11 W PRE-M	.5 LB N/1000 SF	1,550 POUNDS	\$2,790.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
FEB	25-0-11 W PRE-M	.5 LB N/1000 SF	700 POUNDS	\$875.00
MAR	25-0-11 W PRE-M	.5 LB N/1000 SF	700 POUNDS	\$875.00
APR	25-0-11	.5 LB N/1000 SF	700 POUNDS	\$875.00
OCT	25-0-11	1 LB N/1000 SF	1,400 POUNDS	\$1,750.00
NOV	25-0-11 W PRE-M	.5 LB N/1000 SF	700 POUNDS	\$875.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
MAR	10-4-12	1.5 LB N/1000 SF	1,800 POUNDS	\$2,250.00
MAY	10-4-12	1.5 LB N/1000 SF	1,800 POUNDS	\$2,250.00
OCT	10-4-12	1.5 LB N/1000 SF	1,800 POUNDS	\$2,250.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
MAR	8-2-12	1.5 LB/ 100 SF	1,150 POUNDS	\$1,800.00
MAY	8-2-12	1.5 LB/ 100 SF	1,150 POUNDS	\$1,800.00
OCT	8-2-12	1.5 LB/ 100 SF	1,150 POUNDS	\$1,800.00
NOV	8-2-12	1.5 LB/ 100 SF	1,150 POUNDS	\$1,800.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
N/A	N/A	N/A	N/A	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)

**\$ 8,700.00** \_\_\_\_\_ Yr  
(If entire pesticide allowance is required) \*

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

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

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 2,500.00 \_\_\_\_\_ / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ 12.00 / Zone) \$ 43,200.00 /Yr

Freeze Protection (description of ability) LMP has the ability to cover sensitive parts.  
We can also ensure the system gets shut down

\$ 750.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 125.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

#### **PART 5**

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

800 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 48.00 /CY (October Application)

And

400 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 48.00 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ 57,600.00 /Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ 2.25 /annual.

\$ 15,621.75 /rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ 5.50 /perennial.

\$ 42,975.00 /Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ 411,697.00 /Yr

FIRST ANNUAL RENEWAL  
SECOND ANNUAL RENEWAL  
THIRD ANNUAL RENEWAL

\$ 411,697.00	/Yr*
\$ 411,697.00	/Yr*
\$ 411,697.00	/Yr*

**\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ 35.00	Hour
B.	Bush-Hog w/operator	\$ 55.00	Hour
C.	Tractor w/operator	\$ 55.00	Hour
D.	Supervisor with Transportation	\$ 45.00	Hour
E.	Laborer with hand equipment	\$ 35.00	Hour
F.	Truck w/driver	\$ 40.00	Hour
G.	Irrigation Tech	\$ 45.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ 35.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ 40.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ 35.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ 40.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ 35.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ 40.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 35.00	Hour
O.	Lump Sum Mowing <sup>(2)</sup> , entire community	\$ 6,420.00	Per Mow

Landscape Maintenance Professionals, Inc.

<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

<u>Laborer</u>	\$ <u>35.00</u>	per Hour
<u>Foreman/Driver</u>	\$ <u>45.00</u>	per Hour
<u>Supervisor</u>	\$ <u>55.00</u>	per Hour

B. Debris removal equipment unit costs:

<u>Truck W /Trailer</u>	\$ <u>100.00</u>	per Hour
<u>Grapple Truck</u>	\$ <u>150.00</u>	per Hour
<u>Bucket Truck</u>	\$ <u>175.00</u>	per Hour

C. Other emergency/disaster related unit costs:

<u>Dump Fees (determined at scale)</u>	\$ _____	per Hour
_____	\$ _____	per Hour
_____	\$ _____	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



## UNIT PRICING FOR IRRIGATION SERVICES

Service Item/Category	TOTAL
<b><u>SPRINKLER/NOZZLE REPAIR</u></b>	
<i>Install/Replace Drip line (per ft. cost)</i>	\$1.70
<i>Install/Replace Maxi-Jet Nozzle</i>	\$3.00
<i>Raise/straighten head in turf</i>	\$4.00
<i>Install/Replace Rotor Nozzle</i>	\$4.00
<i>Install/Replace Maxi-Jet Stake Assy.</i>	\$5.00
<i>Install/Replace Spray Nozzle</i>	\$5.00
<i>Cap off head (any type)</i>	\$8.00
<i>Install/Replace MP-Rotator Nozzle</i>	\$13.00
<i>Replace 6" Spray Head</i>	\$24.00
<i>Raise blocked head w/ riser</i>	\$24.00
<i>Relocate head (any type)</i>	\$29.00
<i>Replace 12" Spray Head</i>	\$30.00
<i>Replace Rotor Head</i>	\$38.00
<i>Add 6" Spray Head w/pipe</i>	\$55.00
<i>Add 12" Spray Head w/ pipe</i>	\$68.00
<i>Add Rotor Head w/ pipe</i>	\$95.00
<b><u>PIPE REPAIR</u></b>	
<i>Repair Drip Line break</i>	\$5.00
<i>Repair flex pipe leak</i>	\$11.00
<i>Repair 1/2" Zone line leak</i>	\$45.00
<i>Repair 3/4" Zone line leak</i>	\$45.00
<i>Repair 1" Zone line leak</i>	\$67.00
<i>Repair 1 1/4" Zone line leak</i>	\$70.00
<i>Repair 1 1/2" Zone line leak</i>	\$90.00
<i>Repair 2" Zone line leak</i>	\$95.00
<i>Repair Main line leak (all sizes)</i>	*Price based on time and materials*



Service Item	1101
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**VALVES**

<i>Replace 1" Valve (Standard)</i>	\$140.00
<i>Replace 1.5" Valve (Standard)</i>	\$250.00
<i>Replace 2" Valve (Standard)</i>	\$340.00
<i>Replace 1" Valve (Scrubber)</i>	\$235.00
<i>Replace 1.5" Valve (Scrubber)</i>	\$350.00
<i>Replace 2" Valve (Scrubber)</i>	\$425.00
<i>Install RB 1" Drip Control Valve</i>	\$400.00
<i>Install RB 1.5" Drip Control Valve</i>	\$635.00

**VALVE SOLENOIDS**

<i>Replace Rainbird 24V Solenoid</i>	\$55.00
<i>Replace Hunter 24V Solenoid</i>	\$35.00
<i>Replace Irritrol 24V Solenoid</i>	\$38.00
<i>Replace Rainbird EZ Bleed Solenoid</i>	\$45.00
<i>Replace Rainbird DC Latch Solenoid</i>	\$59.00
<i>Replace Hunter DC Latch Solenoid</i>	\$47.00
<i>Replace Irritrol DC Latch Solenoid</i>	\$53.00

**VALVE BOXES**

<i>Replace Valve Box 7" Round</i>	\$28.00
<i>Replace Valve Box 7" Round (Purp)</i>	\$30.00
<i>Replace Valve Box 10" Round</i>	\$52.00
<i>Replace Valve Box 10" Round (Purp)</i>	\$57.00
<i>Replace Valve Box Rectangular</i>	\$85.00
<i>Replace Valve Box Jumbo</i>	\$125.00
<i>Troubleshoot Valve Not Operating</i>	Price based on time and materials

Service Item	TOTAL
<b>CONTROLLERS</b>	
<i>RB ESP Modular Controller 4 Station</i>	\$245.00
<i>RB ESP SMT Smart Control 4 Station</i>	\$485.00
<i>RB ESP SM-3 3 station module</i>	\$50.00
<i>RB ESP SM-6 6 station module</i>	\$101.00
<i>RB ESP LXME 12 Station</i>	\$537.00
<i>RB ESP LXM SM-4 4 station module</i>	\$63.00
<i>RB ESP LXM SM-8 8 station module</i>	\$119.00
<i>RB ESP LXM SM-12 12 station module</i>	\$234.00
<i>Hunter ACC 1200</i>	\$1,335.00
<i>Hunter ACC 99D Metal Cabinet</i>	\$2,069.00
<i>Hunter Decoder Module</i>	\$942.00
<i>Hunter ACC 6 Station Module</i>	\$337.00
<i>Hunter Node 100 1 station batt clock</i>	\$133.00
<i>Hunter Node 200 2 station batt clock</i>	\$166.00
<i>Hunter Node 400 4 station batt clock</i>	\$198.00
<i>Hunter XC Hybrid 6 station controll.</i>	\$227.00
<i>Hunter XC Hybrid 10 station controll.</i>	\$267.00
<i>Hunter XC Hybrid 12 station controll.</i>	\$289.00
<i>Install/Replace 9V Battery Back-up</i>	\$4.00
<i>Weathermatic 1600 Web-based Control</i>	\$1,368.00
<i>Weathermatic 1600 W/ flow capability</i>	\$1,711.00
<i>Weathermatic 1624 24 Zone Web-based</i>	\$1,560.00
<i>Weathermatic 1624 W/ flow capability</i>	\$1,902.00
<i>Weathermatic 4800 Web-based Control</i>	\$1,751.00
<i>Weathermatic 4800 W/ flow capability</i>	\$2,093.00
<i>Weathermatic 4 Station Exp. Module</i>	\$75.00
<i>Weathermatic 12 Station Exp. Module</i>	\$213.00

Service Item	TOTAL
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**SENSORS**

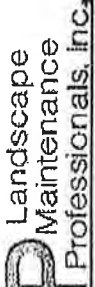
<i>Install Hunter Mini-Click (wired)</i>	\$77.00
<i>Install Hunter Wireless Rain Sensor</i>	\$115.00
<i>Install Hunter Solar Sync Sensor</i>	\$158.00
<i>Install Rainbird Wireless Rain Sensor</i>	\$129.00
<i>Install Hunter Wireless Solar Sync</i>	\$262.00
<i>Install Weathermatic Flow Sensor 1"</i>	\$933.00
<i>Install Weathermatic Flow Sensor 1.5"</i>	\$1,009.00
<i>Install Weathermatic Flow Sensor 2"</i>	\$1,084.00

**DECODERS/WIRE/SURGE PROTECTION**

<i>Replace ICD-100 Single Station Decoder</i>	\$154.00
<i>Replace ICD-200 Two Station Decoder</i>	\$230.00
<i>Install Ground Rod w/ #6 Copper Wire</i>	\$252.00
<i>Install Intermatic Secondary Surge Arrst.</i>	\$174.00
<i>Install 4"x96" Copper Grounding Plate</i>	\$980.00

**PUMP/WELL AND BACKFLOW PREVENTION**

<i>Basic inspection of irrigation pump</i>	\$180.00
<i>Conduct water quality test (per sample)</i>	\$63.70
<i>Replace/Install 3/4" PVB</i>	\$416.00
<i>Replace/Install 1" PVB</i>	\$459.00
<i>Replace/Install 1.5" PVB</i>	\$886.00
<i>Replace/Install 2" PVB</i>	\$975.00
<i>Replace/Install 3/4" RPZ</i>	\$820.00
<i>Replace/Install 1" RPZ</i>	\$841.00
<i>Replace/Install 1.5" RPZ</i>	\$1,360.00
<i>Replace/Install 2" RPZ</i>	\$1,514.00
<i>Replace/Install 3" RPZ</i>	\$4,568.00



Date \_\_\_\_\_

## Technician

Arrive/ Depart

P.O. 267 Seffner, Florida 33583 \* (813)757-6500 Fax: (813)757-6501 \* [www.imppro.com](http://www.imppro.com)

[illegible]

## IRRIGATION



Landscape  
Maintenance  
Professionals, Inc.

# FERTILIZATION AND PEST CONTROL

Date

Location:

Veh#

Tlr#

TECHNICIAN:

HELPER:

AIR TEMP

WIND SPEED/ DIRECTION

PRECIP%

ARRIVE:

DEPART:

INSTRUCTIONS/ TECHNICIAN NOTE(S):

☐ Incomplete

☐ Complete

Use back as needed -->

INSECTICIDE	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

FUNGICIDE	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

HERBICIDE (S)*	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

HERBICIDE (NS)*	OZ./LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

FERTILIZER	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

OTHER	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

CHECKLIST: ☐ Label Book ☐ SDS Book ☐ Spill Kit ☐ Cones ☐ Safety Glasses + VEST ☐ Face Shield ☐ Boots  
☐ Nitrile Gloves ☐ Respirator ☐ First Aid Kit ☐ Posting Signs ☐ Marker ☐ Irrigation Flags (Pink)  
☐ ISR?

DAILY: Vehicle: ☐ Oil Chk ☐ Water Level Chk ☐ Cleaned EQUIPMENT: ☐ Oil Chk ☐ Hydro Oil Chk ☐ Cleaned

\*S = Selective; NS = non-selective  
 ISR - Irrigation Service Request

Bus. Lic. # JB136721  
 COI Lic. # JF159948



MAINTENANCE



Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Landscape Maintenance Professionals, Inc. ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 17th day of October, 2019.

Proposer: Landscape Maintenance Professionals, Inc.

By: Scott A Carlson

Signature SA. Carlson

Title: Vice President

STATE OF Florida  
COUNTY OF Pasco



The foregoing instrument was sworn and subscribed before me this 17th day of October, 2019, by Scott A Carlson of Landscape Maintenance Professionals, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [x] or did not [ ] take the oath.

Deidra Calloway

Notary Public, State of Florida

Print Name: Deidra Calloway

Commission No.: 66176615

My Commission Expires: 2/25/2022



**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Landscape Maintenance Professionals, Inc. ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 13050 E US HWY 92  
Dover Florida , 33527
4. Proposer's Federal Employer Identification Number (FEIN) is 59-3613665

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 17th day of October, 2019.

Proposer: Landscape Maintenance Professionals, Inc.

By: Scott A Carlson

Signature Scott A. Carlson

Title: Vice President

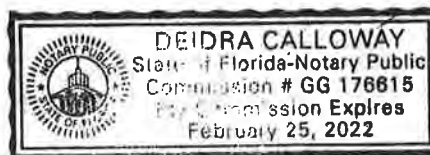
STATE OF Florida

COUNTY OF Pasco



The foregoing instrument was acknowledged before me this 17th day of October, 2019, by Scott A Carlson of Landscape Maintenance Professionals, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [x] or did not [ ] take the oath.

Deidra Calloway  
Notary Public, State of Florida  
Print Name: Deidra Calloway  
Commission No.: GG 176615  
My Commission Expires: 2/25/2022



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for Landscape Maintenance Professionals, Inc. ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 13050 E US HWY 92  
Dover, Florida 33527
4. Proposer's Federal Employer Identification Number (FEIN) is 59-3613665  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this 17th day of October, 2019.

Proposer: Landscape Maintenance Professionals, Inc.

By: Scott A. Carlson

Signature Scott A. Carlson

Title: Vice President



**STATE OF Florida**

**COUNTY OF Pasco**

The foregoing instrument was acknowledged before me this 17th day of October, 2019, by Scott A. Carlson of Landscape Maintenance Professionals, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [x] or did not [ ] take the oath.

Deidra Calloway  
Notary Public, State of Florida  
Print Name: Deidra Calloway  
Commission No.: 66176615  
My Commission Expires: 2/25/2022







# Landscape & Irrigation Maintenance Proposal for



## Harrison Ranch Community Development District

# Sunrise Landcare - Approach to Maintenance Services

Dear Board of Harrison Ranch,

In order to achieve the goal of providing superior landscape maintenance services one must look beyond obvious issues such as manpower, equipment, nutrients, and water. The need for communication and information is of equal importance to the physical aspects of completing the scope of work in that it allows all parties to make the correct decisions in meeting the needs of the landscape and residents within the community. To that end we at Sunrise want to provide you with an outline of the goals we want to set for the first 30 to 90 days and how the completion of these goals will be used to provide a maintenance plan specific to Harrison Ranch.

## Step 1: Initial Inspections

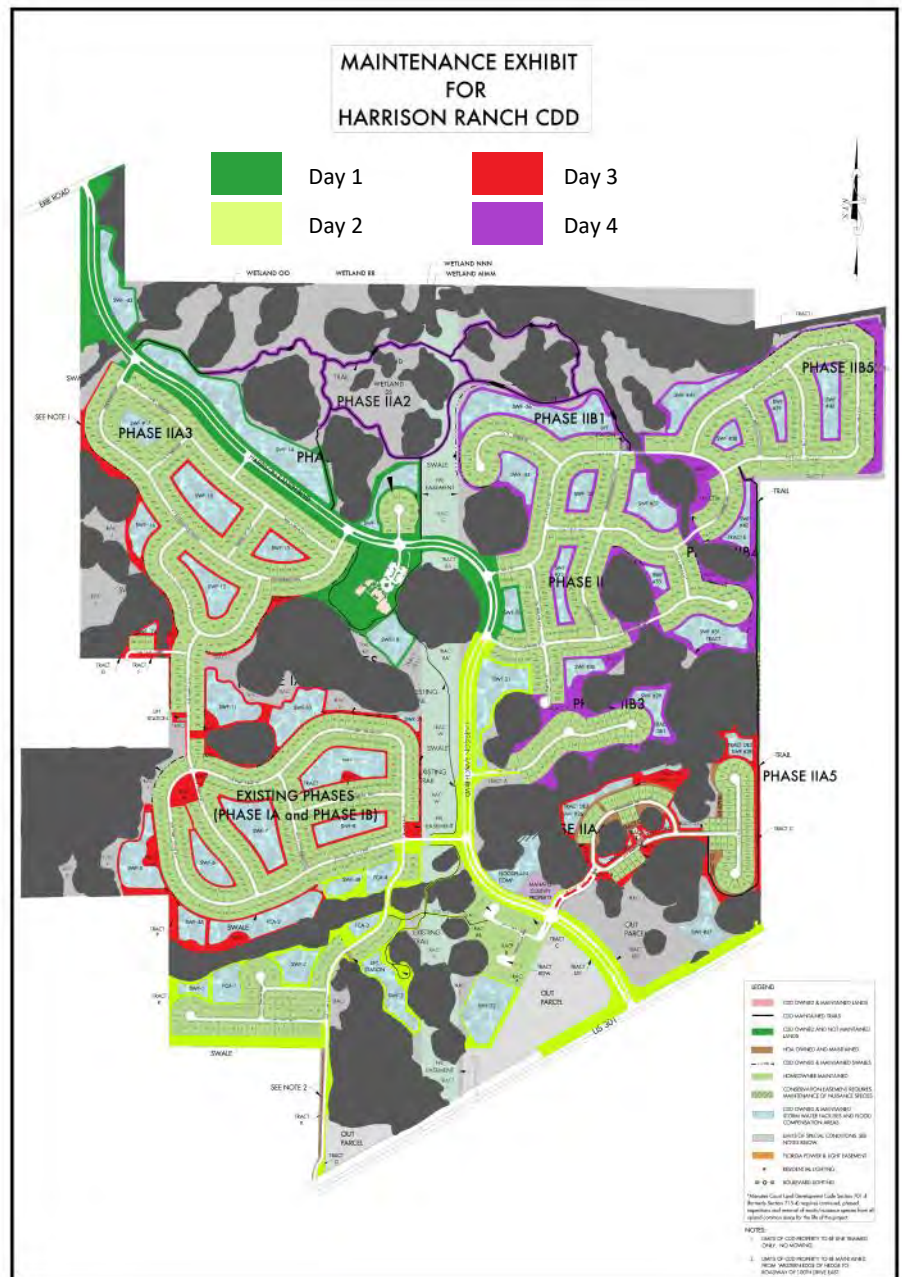
Before the first service we would begin an analysis and start records of those items that will be of concern and should be given high priority for the first visits to the property. These are largely hands off tasks other than measuring and sampling so as to avoid interfering with the current contractor.

**Landscape/maintenance.** Catalogue plant materials in landscape beds and on berms, making notes for current size, structure, and condition. Examine depth of mulch around landscaping as this is often an overlooked cause of stress as roots develop in the mulch layers where they are not as effective at gathering water and nutrients, and can be more susceptible to disease and drought stress. Make

notes regarding current bed lines and tree rings to help determine if the desired size and shape is being achieved. Examine turf for density and look at root development in areas that show current or past signs of stress. Check pond embankments for wash outs or uneven grading which do not allow for uniform mowing heights and prevent a consistent well manicured look. Check trails and buffers to determine the current width and note areas where additional cut backs may be possible and desirable.

**Irrigation.** Complete a visual inspection of the property recording areas that show obvious signs of too much or too little water. In locations where plants, trees, or turf appear stressed without an obvious mechanical or biological cause soil moisture readings can gathered to help identify those places where it is less obvious that water may be an issue. Look for obvious system deficiencies including exposed lines, breaks, covered or blocked irrigation heads, and wash out. Look for patterns in areas with dry turf or plants that may indicate that there is a pressure issue in a zone.


**Fertilization/Pest Control.** Begin a visual inspection to map out the locations of disease, fungus, insect, or nutrient problems. Where it is deemed appropriate gather samples (leaves, branches, and/or soil) to allow for analysis of pest problems so targeted treatments can be planned. Gather soil samples to determine the current levels of nutrients and soil types present on the property. Notify the CDD immediately of any pest or disease issues that should be treated prior to the start of work so as to avoid the degradation or loss of plants or sod.





## Step 2: Analysis and Coordination

Following the initial inspections of the property the information from the three focus areas will be compared and consolidated to develop a coordinated plan for resolving the noted issues. Areas where no obvious conclusion to the concerns noted during the inspections can be drawn will be noted for further inspection. Historic and background data will also be brought into the analysis to provide clarification as to why some current concerns may exist.

1. Compile notes from inspections onto maps of the property and complete a set of notes the evidence gathered that points to specific causes. Complete any analysis of samples to fine tune the diagnosis of specific issues.
  2. Compare the three reports and identify areas of overlapping concern that will require coordination to provide a solution to the current issue. Note those areas where no cause could be identified between the three inspections and determine if background information, additional sampling and testing, or hands on analysis after the start of the contract is the appropriate way to proceed.
- A. Develop a plan and timeline for coordinated activities. An example of this might be treating certain grasses for spider mites. A coordinated plan could include cutting back the grasses to remove damaged material and a majority of the spider mites followed by the application of miticide. The advantage to treatment following cut back is the structure of the grass is now more open to receive the treatment. Follow up would include additional fertilization, adjusting watering times, and planning of follow up miticide sprays.
- B. Background data can be drawn from multiple sources. In some cases past inspection reports or questions sent to the operations manager handling the inspection may provide the information needed. Other sources may include soil surveys (image to right), historic aerial or “street view” imagery, and county extension service records that may point to localized outbreaks. It may also be possible to locate construction records through the county that may assist with locating plans for the landscape materials and the planned design for the irrigation system.
- 
- C. Additional sampling and testing may be chosen as a means of resolving issues that have an unclear source, but there is agreement that a probable cause should be investigated. In other cases it may be used to resolve a disagreement between the inspectors as to the likely or dominant cause of an issue that was noted.
- D. Hands on analysis will be used for those issues where the means of resolving an issue would be disruptive to current activities on the site. Foremost amongst hands on analysis is the actual testing of all irrigation zones, but would include removal of one or two declining plants to do more in depth testing, especially of the roots, cutting back test lanes along trails or buffers to determine whether the grade is suitable for regular maintenance, and other activities that would leave visible marks in the landscape.
3. Prepare a summary report of conditions found or suspected in time for the beginning of service. For those items that require further hands on analysis provide priorities and time lines for investigation.



### Step 3: Action Plans.

Before service begins we aim to have action plans in place to resolve the issues we observed. We are already aware of the times we have planned for general maintenance activities and detail services. At this stage we need to formulate how we will allocate the time for detail services to establish a reoccurring detail program and avoid detailing by a “shotgun” approach. While the shotgun approach allows for some immediate high visibility successes, it tends to become a pattern of always putting out fires and not as much creating a consolidated and uniform landscape. The first inspection of the irrigation system will also be planned so that the areas where the highest concerns were noticed during the inspection can be targeted first. This way we can determine if the means for resolving the problems involves programming adjustments, repairs, or possible system upgrades and modifications. A pest control management plan will be created based on the inspection and any plans for modification of the initial fertilizer applications will be outlined at this time.

We would also use this opportunity present to the board those items we noticed during the inspection that may require services beyond

the regular scope. The idea will be to provide the information needed to allow the Harrison Ranch Board and Sunrise to create a list of priorities. With a good priorities list the plans for detail activities can be better catered to preparing the landscape beds and materials to completing those tasks.

#### Step 4: Commencing Services.

Once service has begun good records should be kept of the progress being made to achieve our initial goals. We will also report the unexpected items that we run into in completing our services so that questions can be answered in a timely manner and plans can be made to make sure that our services are meeting community expectations. First day conditions should be recorded to provide a benchmark for monitoring improvement, or if needed, to allow us to identify those areas where improvement is not coming along as planned. After the first 90 days a comparison of initial and current conditions will allow us to measure progress and still be within a time frame that does not have us continuing to expend energy and resources in a manner that is not proving successful.

In our experience there is always a learning curve when starting a new community. Many times this can be small things like the timing of bus pick-up and drop-off, classes or activities at the pool and clubhouse, or the expectations of specific home owners regarding common areas near their homes. We would aim to incorporate what we learn into our overall plan so that we are not just providing good service on a technical level, but providing a level of professionalism that allows the members of the community to feel comfortable with our presence on the property.

A key goal in designing the detail services plan is to recreate the intended appearance of the landscape. As properties mature the scale of the landscape changes and what was once a vibrant design may become crowded and actually appear gloomy. Setting size and structure benchmarks and applying them to our service maps allows us to provide a big picture approach to maintaining the landscape and easily measure our performance in any location.



All of us at Sunrise would like to thank the Board of Harrison Ranch for the opportunity to have presented this proposal and for your time in giving consideration to services we offer. We recognize that in the landscape field there does not appear to be a great deal of difference between service providers. Where the difference counts is not always in the physical “doing” of the task, but in the knowledge and experience to properly plan and execute the task and the professionalism to provide the service in an organized and timely manner. Beyond that the ability and willingness to communicate with the board and management of the community about the services being performed allows everyone to understand the desired goals and the plans to achieve them, removing the need for the community itself to have to designate what needs to be done and waiting for us to complete the task or provide a response to a concern a month after it was noticed. Our job is to take your larger vision and provide the organization and skills to see it through while keeping you informed as to the progress being made.

**AFFIDAVIT REGARDING PROPOSAL**

**STATE OF** Florida  
**COUNTY OF** Hillsborough

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Operations Manager for Sunrise Landcare ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s (list all):  
Addendums #1 (10/03/19), #2 (10/15/19), and #3 (10/17/19).

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to



verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this 17 day of October, 2019.

Proposer: SR Landscaping LLC. dba Sunrise Landcare

By: [Signature]

Title: Operations Manager

STATE OF

FL

COUNTY OF

Hillsborough

The foregoing instrument was acknowledged before me this 17 day of October, 2019, by Joe Cermak of SUNRISE, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[Signature: Melissa Harz]

Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



MELISSA HARZ  
COMMISSION # GG113827  
EXPIRES July 28, 2021  
BONDED THROUGH  
RLI INSURANCE COMPANY

## PROPOSAL FORM PART IV -- PRICING

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

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

### PART 1

**General Landscape Maintenance** \$ 335,029.00 Yr

#### Optional Service Pricing:\*

- **Storm Cleanup** \$ 40.00 /hr
- **Freeze Protection** (description of ability) Acquire frost cloth for designated landscape / annual beds prior to freezing conditions. Staple cloth to ground for the duration of the freezing weather, planning removal of the cloth within 48 hours of warnings being lifted. Store cloth between events..  
\$ 2,000 /application event (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event**)
- **Hand Watering**  
\$ 40.00 /hr for employee with hand-held hose  
\$ 75.00 /hr for water truck/tanker

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

### PART 2

**Fertilization (All labor and materials)** \$ 51,682.31 Yr  
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	15-0-15 + PreM	1.0 Lbs N / 1,000 SF	8,000 Lbs	\$4,512.48
March	15-0-15 + PreM	1.0 Lbs N / 1,000 SF	8,000 Lbs	\$4,512.48
April	21-0-0	0.5 Lbs N / 1,000 SF	3,600 Lbs	\$2,690.00
May	16-0-8	1.0 Lbs N / 1,000 SF	8,000 Lbs	\$3,979.41
October	16-0-8	1.0 Lbs N / 1,000 SF	8,000 Lbs	\$3,979.41
November	15-0-15 + PreM	1.0 Lbs N / 1,000 SF	8,000 Lbs	\$4,512.48

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	15-0-15 + PreM	1.0 Lbs N / 1,000 SF	1,950 Lbs	\$1,341.81
March	15-0-15 + PreM	1.0 Lbs N / 1,000 SF	1,950 Lbs	\$1,341.81
April	21-0-0	0.5 Lbs N / 1,000 SF	950 Lbs	\$915.66
May	16-0-8	1.0 Lbs N / 1,000 SF	1,950 Lbs	\$1,211.81
October	15-0-15 + PreM	1.0 Lbs N / 1,000 SF	1,950 Lbs	\$1,341.81

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-0-10	4.0 Lbs N / 1,000 SF	1,950 Lbs	\$3,180.04
May	8-0-10	4.0 Lbs N / 1,000 SF	1,950 Lbs	\$3,180.04
October	8-0-10	4.0 Lbs N / 1,000 SF	1,950 Lbs	\$3,180.04

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-2-12 + 4 Mg	1.5 Lbs / 100 SF	2,050 Lbs	\$2,470.20
May	8-2-12 + 4 Mg	1.5 Lbs / 100 SF	2,050 Lbs	\$2,470.20
October	8-2-12 + 4 Mg	1.5 Lbs / 100 SF	2,050 Lbs	\$2,470.20
December	8-2-12 + 4 Mg	1.5 Lbs / 100 SF	2,050 Lbs	\$2,470.20

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	20-20-20 + Micros	Roses, Ixora, Loropetalum	100 Lbs	\$340.00
May	20-20-20 + Micros	Roses, Ixora, Loropetalum	100 Lbs	\$340.00
October	20-20-20 + Micros	Roses, Ixora, Loropetalum	100 Lbs	\$340.00

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

### **PART 3**

**Pest Control** (All labor and materials)

\$ 5,766.40 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.

**OTC Injections** (All labor and materials) \$ 180.00 / Yr (based on quantities below)  
(OTC injections per specs - **do not include in Grand Total**)

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

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix sylvestris	1	1	\$45.00	\$180.00

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 6,250.00 / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ 11.10 / Zone) \$ 32,105.00 /Yr

Freeze Protection (description of ability) During periods when below freezing weather is predicted shut down water sources and drain down water in exposed portions of the system.  
Following a return to above freezing temperatures recharge the system and inspect the exposed components for any damage.

\$ 150.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 85.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

#### **PART 5**

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

900 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 48.00 /CY (October Application)

And

600 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 48.00 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch** \$ 72,000.00 /Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ 2.25 /annual.

\$ 15,621.75 /rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ 5.95 /perennial.

\$ 43,934.85 /Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ 424,582.71 /Yr

FIRST ANNUAL RENEWAL	\$ <u>424,582.71</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>424,582.71</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>424,582.71</u> /Yr*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.



## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>40.00</u> Hour
B.	Bush-Hog w/operator	\$ <u>120.00</u> Hour
C.	Tractor w/operator	\$ <u>120.00</u> Hour
D.	Supervisor with Transportation	\$ <u>90.00</u> Hour
E.	Laborer with hand equipment	\$ <u>35.00</u> Hour
F.	Truck w/driver	\$ <u>45.00</u> Hour
G.	Irrigation Tech	\$ <u>45.00</u> Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$ <u>40.00</u> Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$ <u>40.00</u> Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$ <u>40.00</u> Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$ <u>40.00</u> Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$ <u>40.00</u> Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$ <u>40.00</u> Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>35.00</u> (add \$10.00 per hour if after hours) Hour
O.	Lump Sum Mowing <sup>(2)</sup> , entire community	\$ <u>6,442.00</u> Per Mow

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<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

- A. Debris removal personnel unit costs:

Manager/Supervisor \$ 90.00 / \$100 if OT \_\_\_\_\_ per Hour

Tree Crew\* \$ 600.00 per Hour

Labor - General \$ 35.00 / \$45.00 if OT per Hour

- B. Debris removal equipment unit costs:

Tractor \$ 120.00 per Hour

Additional truck/trailer \$ 65.00 per Hour

\_\_\_\_\_ \$\_\_\_\_\_ per Hour

- C. Other emergency/disaster related unit costs:

Dump Fees \$ Current rate +5%

\_\_\_\_\_ \$\_\_\_\_\_ per Hour

\_\_\_\_\_ \$\_\_\_\_\_ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

\* 3 Man crew with bucket and chipper truck.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Sunrise Landcare ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 17 day of October, 2019.

Proposer: SR Landscaping LLC. dba Sunrise Landcare  
By: [Signature]  
Title: Operations Manager

STATE OF FL  
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me this 17 day of October, 2019, by Joe Cermak of Sunrise, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☐ take the oath.

[Signature]  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name Sunrise Landcare

Street Address 5521 Baptist Church Rd. Tampa, FL 33610

P. O. Box (if any) PO Box 16531

City Tampa State Florida Zip Code 33687

Telephone (813) 985-9381 Fax no. (813) 664-0155

1st Contact Name Joe Cermak Title Operations Manager

2nd Contact Name Austin Ashmore Title CEO

Parent Company Name (if any) SR Landscaping LLC.

Street Address 5521 Baptist Church Rd. Tampa, FL 33610

P. O. Box (if any) PO Box 16531

City Tampa State Florida Zip Code 33687

Telephone (813) 985-9381 Fax no. (813) 664-0155

1st Contact Name Joe Cermak Title Operations Manager

2nd Contact Name Austin Ashmore Title CEO

- *Company Standing:*

Proposer's Corporate Form: Foreign Limited Liability Company  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware Date 06/24/2019

Is the Proposer in good standing with that State? Yes ☒ No ☐

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *What are the Proposer's current insurance limits?*

General Liability	<u>\$ 2,000,000.00</u>
Automobile Liability	<u>\$ 1,000,000.00</u>
Workers Compensation	<u>\$ 1,000,000.00</u>
Expiration Date	<u>10/01/2020</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 5521 Baptist Church Rd.

P. O. Box (if any) PO Box 16531, Tampa FL 33687

City Tampa State FL Zip Code 33610

Telephone (813) 985-9381 Fax no. (813) 664-0155

1st Contact Name Joe Cermak Title Operations Manager

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>2</u>	Supervisors, who will be onsite <u>2-4</u> days per week;
<u>2</u>	Technical personnel, who will be onsite <u>2</u> days per <u>week</u> ; and
<u>6</u>	Laborers, who will be onsite <u>4</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Guillermo Ishida

Position / Certifications: Certified Pest Control Operator

Duties / Responsibilities: Design and manage fertilization/pest control program for the CDD.

% of Time to Be Dedicated to This Project: 5 %



Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: FishHawk CDD IV

Contact: Bryan Radcliff Contact Phone: (813) 533-2950

Project Type/Description: CDD Common Areas

Duties / Responsibilities: Fertilization and Pest Control program management

Dollar Amount of Contract: \$380,681.50

Proposer's Scope of Services for Project:

Landscape and Irrigation maintenance services.

Dates Serviced: February 17, 2014 to Current

Name: Joe Cermak

Position / Certifications: Operations Manager / Certified Arborist

Duties / Responsibilities: Scheduling & planning, Quality Control, plant diagnostic support.

% of Time to Be Dedicated to This Project: 2 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: FishHawk CDD IV

Contact: Bryan Radcliff Contact Phone: (813) 533-2950

Project Type/Description: CDD Common Areas

Duties / Responsibilities: Plant/tree diagnostics and health.

Dollar Amount of Contract: \$380,681.50

Proposer's Scope of Services for Project:

Landscape and Irrigation maintenance services.

Dates Serviced: February 17, 2014 to Current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☐ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: \_\_\_\_\_

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

*No subcontractors are planned for any of the regular duties within the scope of work outlined in the September 2019 RFP. In some cases work requested above and beyond the normal scope may require the consultation with or use of a qualified subcontractor. In such cases the pertinent information will be made available to the CDD.*

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

Criminal background checks are performed on all potential employees as well as DMV records

for all potential drivers. All new hires are drug screened as a condition of employment.

Criminal/DMV records are updated yearly. Follow up drug screening done with cause.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

## OFFICERS

PROPOSER: SR Landscape LLC. dba Sunrise Landcare

DATE: October 17, 2019

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Shea Hughes	Chairman		Temple Terrace, FL
Dan Erdmann	VP of Operations		Wesley Chapel, FL
Chris Griesenbeck	VP of Operations		Temple Terrace, FL
Austin Ashmore	CEO		Tampa, FL
FOR PARENT COMPANY (if applicable)			

## SUPERVISORY PERSONNEL

**PROPOSER:** Sunrise Landcare Inc.

DATE: October 14, 2019

[illegible]

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Sunrise Landcare Inc.

DATE: October 1, 2019

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
16	F-250 / F-350 Crew Cabs		5521 Baptist Church Rd. Tampa
2	Isuzu NPR-HD Box Truck		5521 Baptist Church Rd. Tampa
2	F450 Dump Body		5521 Baptist Church Rd. Tampa
17	Landscape Trailers (18' length)		5521 Baptist Church Rd. Tampa
2	Toro 4100-D "Grounds Master" batwing mowers		5521 Baptist Church Rd. Tampa
20	John Deere 60" & 72" Riding Mowers		5521 Baptist Church Rd. Tampa
25	ExMark 60" & 72" Riding Mowers		5521 Baptist Church Rd. Tampa
35	ExMark 48" & 60" Walk Behind Mowers		5521 Baptist Church Rd. Tampa
1	Jacobson AR3 Sports Mower	2	5521 Baptist Church Rd. Tampa
200+	Two Cycle (Line Trimmer, Edger, Blower, etc.)		5521 Baptist Church Rd. Tampa
2	Water Tankers		5521 Baptist Church Rd. Tampa



**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Sunrise Landcare Inc.

DATE: October 1, 2019

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
5	Isuzu Fertilization/Spray Tankers		5521 Baptist Church Rd. Tampa
2	F-150 w/ 10 gallon sprayer		5521 Baptist Church Rd. Tampa
2	Toro Stand on Fertilizer Spreader		5521 Baptist Church Rd. Tampa
1	Toro "Workman" cart w/ 10' lift & dump bed.		5521 Baptist Church Rd. Tampa
5	F-250 Irrigation maintenance trucks		5521 Baptist Church Rd. Tampa
1	Enclosed Irrigation maintenance trailer		5521 Baptist Church Rd. Tampa
9	F-450 Landscape install trucks		5521 Baptist Church Rd. Tampa
2	F-450 Boom trucks		5521 Baptist Church Rd. Tampa
10	Landscape Install Trailers 18' & 20'		5521 Baptist Church Rd. Tampa
3	Front End Loaders / Box Blades		5521 Baptist Church Rd. Tampa
13	F-150 Manager & Supervisor Vehicles		5521 Baptist Church Rd. Tampa

**COMPANY-OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Sunrise Landcare Inc.

DATE: October 1, 2019

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	Toro Groundsmaster 5900 D		5521 Baptist Church Rd, Tampa FL
2	Billy Goat "Hurricane" stand on blower		5521 Baptist Church Rd, Tampa FL

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
☒ No ☐ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Please see attached list of CDD contracts on the next 3 pages.

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2018 = \$8,027,758.43

2017 = \$8,043,137.67

2016 = \$7,152,268.64



• Landscaping • Irrigation • Property Maintenance • Tree Farms

**PROPERTY MAINTENANCE ACCOUNTS**

**Community Development Districts**

**Five Year History**

**Fishhawk Community Development District IV**

*February 2012 through Current*

9428 Camden Field Parkway	\$380,681.00
Riverview, FL 33578	
Contact: Bryan Radcliff	(813) 533-2950

**Waterset North Community Development District**

*February 2013 through November 2017*

9428 Camden Field Parkway	\$357,015.00
Riverview, FL 33578	
Contact: Joe Roethke	(813) 533-2950

**Encore Community Development District**

*November 2012 through 2015*

9428 Camden Field Parkway	\$38,580.00
Riverview, FL 33578	
Contact: Sandra Oram	(813) 533-2950

**The Preserve at Wilderness Lake**

*April 1, 2015 through January 31, 2019*

5844 Old Pasco Rd. #100	\$189,000.00
Wesley Chapel, FL 33544	
Contact: Matthew Huber	(813) 533-2950

Sunrise Landcare, Inc.

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• Landscaping • Irrigation • Property Maintenance • Tree Farms

**PROPERTY MAINTENANCE ACCOUNTS**

**Community Development Districts**

**Five Year History (Continued)**

**Belmont Community Development District**

*April 1, 2015 through April 1, 2016*

9428 Camden Field Parkway	\$136,519.00
Riverview, FL 33578	
Contact: Joe Roethke	(813) 533-2950

**Triple Creek Community Development District**

*April 1, 2015 through April 1, 2016*

9428 Camden Field Parkway	\$145,998.00
Riverview, FL 33578	
Contact: Joe Roethke	(813) 533-2950

**Panther Trails Community Development District**

*August 1, 2015 through April 2019*

9428 Camden Field Parkway	\$84,250.00
Riverview, FL 33578	
Contact: Greg Cox	(813) 533-2950

**Sterling Hill Community Development District**

*January 25, 2016 through March 2019*

5844 Old Pasco Rd. #100	\$189,000.00
Wesley Chapel, FL 33544	
Contact: Angel Montagna	(813) 994-1001

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• Landscaping • Irrigation • Property Maintenance • Tree Farms

**PROPERTY MAINTENANCE ACCOUNTS**

**Community Development Districts**

**Five Year History (Continued)**

**Venetian Community Development District**

*February 6, 2016 through February 2018*

5844 Old Pasco Rd. #100	\$284,374.00
Wesley Chapel, FL. 33544	
Contact: Belinda Blandon	(239) 936-0913

**Tara Community Development District**

*April 1, 2017 through Current*

5844 Old Pasco Rd. #100	\$192,000.00
Wesley Chapel, FL 33544	
Contact: Angel Montagna	(813) 994-1001

**FishHawk Community Development District III**

*May 1, 2017 through November 4, 2017*

9428 Camden Field Parkway	\$178,932.00
Riverview, FL 33578	
Contact: Greg Cox	(813) 533-2950

**TSR CDD (Starkey Ranch CDD)**

*October, 2016 through September 30, 2019*

135 Central Ave., Suite 320	\$1,018,624.00
Orlando, FL 32801	
Contact: George Flint	(407) 841-5524

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- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project #1 Name/Location: FishHawk CDD IV (Lithia, Hillsborough County, FL)

Contact: Bryan Radcliff Contact Phone: (813) 533-2950

Project Type/Description: CDD Common Areas

Dollar Amount of Contract: \$380,681.50 per year

How was the project similar to this project? FishHawk CDD IV is close in size to Harrison Ranch and is composed of similar community elements including landscaped roadways, ponds, parks, and amenities. It is of a scale that it requires multiple days to complete and maintenance activities must be coordinated to avoid an "incomplete" appearance.

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and maintenance services which include mowing, edging (hard and soft edges), line trimming, and blowing off hardscapes. Detailing of beds, tree rings, and landscape features through trimming and weed control. A complete fertilization and pest control program for lawns, trees, palms, and beds. Irrigation system maintenance through central monitoring and monthly wet checks.

List of equipment used on site: 48" and 60" walk behind mowers. 60" and 72" Riding/Standing mowers. Toro 11' batwings for DRA areas. Standard two cycle equipment (Stihl brand line Line trimmers, edgers, hedge trimmers, and blowers. Stand on fertilizer spreaders.

List of subcontractors used: Speedy Tree Care - Tree removals/storm damage clean-up. Ballanger & Company - As the designer of the irrigation system we have retained them to maintain the system. Chapman Land Services - Bush hog mowing of DRAs after wet season.

Is this a current contract? Yes ☒ No ☐

Duration of contract: Started in 2008 as Circa FishHawk CDD, continued to present.

- *(Information regarding similar projects – continued)*

Project #2 Name/Location: Tara CDD (Bradenton, Manatee County, FL)

Contact: Angel Montagna Contact Phone: (813) 994-1001

Project Type/Description: CDD Common Areas

Dollar Amount of Contract: \$184,487.00 per year

How was the project similar to this project? Tara CDD is smaller in size than Harrison Ranch, But contains many of the same features including a primary roadway with landscape, numerous ponds, buffers behind homes, and an amenity center. Multiple days to complete service and attention needs to be paid to buffers which are often out of sight.

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and maintenance services which include mowing, edging (hard and soft edges), line trimming, and blowing off hardscapes. Detailing of beds, tree rings, and landscape features through trimming and weed control. A complete fertilization and pest control program for lawns, trees, palms, and beds. Irrigation system maintenance through monthly wet checks.

List of equipment used on site: 48" and 60" walk behind mowers. 60" and 72" Riding/Standing mowers. Standard two cycle equipment (Stihl brand line trimmers, edgers, hedge trimmers, and blowers. Stand on fertilizer spreaders.

List of subcontractors used: Brown Tree Service - Tree removals/storm damage clean-up.

Is this a current contract? Yes ☒ No ☐

Duration of contract: April 1, 2017 to present.

- *(Information regarding similar projects – continued)*

Project #3 Name/Location: Birchwood Preserve HOA (Lutz, Hillsborough County, FL)

Contact: Karl Bogolub Contact Phone: (727) 213-0545

Project Type/Description: HOA Common Areas

Dollar Amount of Contract: \$89,995.00 per year

How was the project similar to this project? Birchwood Preserve is smaller in size than Harrison Ranch, but is a high end community with large landscape beds, a heavily landscaped amenity center/pool, large ponds, and buffer areas adjacent to home owner properties. While a single day property the proper planning of detail activities is essential to maintaining the site.

Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and maintenance services which include mowing, edging (hard and soft edges), line trimming, and blowing off hardscapes. Detailing of beds, tree rings, and landscape features through trimming and weed control. A complete fertilization and pest control program for lawns, trees, palms, and beds. Irrigation system maintenance through monthly wet checks.

List of equipment used on site: 48" and 60" walk behind mowers. 60" and 72" Riding/Standing mowers. Standard two cycle equipment (Stihl brand line trimmers, edgers, hedge trimmers, and blowers. Stand on fertilizer spreaders.

List of subcontractors used: Speedy Tree Service - Tree removals/storm damage clean-up.

Is this a current contract? Yes ☒ No ☐

Duration of contract: August 2017 to present.

- *(Information regarding similar projects – continued)*

Project #4 Name/Location: Starkey Ranch CDD (Odessa, Pasco County, FL)

Contact: George Flint Contact Phone: (904) 841-5524

Project Type/Description: CDD Common Areas

Dollar Amount of Contract: \$1,018,624.00 per year

How was the project similar to this project? Starkey Ranch was larger in size than Harrison Ranch running 1.8 miles north/south and 3 miles east/west. It includes 6.73 miles of landscaped roadways, 1.58 miles of highway frontage, 48 ponds (<1 acre up to 50 acres), 12 miles of paved trails, 2 pool amenities, and one clubhouse amenity. Acres of natural areas.

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing and maintenance services which include mowing, edging (hard and soft edges), line trimming, and blowing off hardscapes. Detailing of beds, tree rings, and landscape features through trimming and weed control. A complete fertilization and pest control program for lawns, trees, palms, and beds. Irrigation system maintenance through central monitoring and monthly wet checks.

List of equipment used on site: 48" and 60" walk behind mowers. 60" and 72" Riding/Standing mowers. 14' Toro Batwings. Standard two cycle equipment (Stihl brand line trimers, edgers, Line trimmers, and blowers. Stand on fertilizer spreaders. 14' Toro Groundsmaster.

List of subcontractors used: Speedy Tree Service - Tree removals/storm damage clean-up. Everglades Pinestraw - Pine Straw installation. Aerification Plus, Inc. - Core aeration of 9 acre sports complex.

Is this a current contract? Yes ☐ No ☒

Duration of contract: October 1, 2016 until September 30, 2019.

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☒ No ☐ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Please see attached list of contracts on next 3 pages.

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

Reason for Termination: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



• Landscaping • Irrigation • Property Maintenance • Tree Farms

**PROPERTY MAINTENANCE ACCOUNTS**

**Contract Terminations**

**Five Year History**

**Encore Community Development District**

*November 2012 through 2015*

9428 Camden Field Parkway	\$38,580.00
Riverview, FL 33578	
Contact: Sandra Oram	(813) 533-2950

Reason: None provided.

**FishHawk Community Development District III**

*May 1, 2017 through November 4, 2017*

9428 Camden Field Parkway	\$178,932.00
Riverview, FL 33578	
Contact: Greg Cox	(813) 533-2950

Reason: Communiy felt that completion of clean-up from previous vendor was taking too long.

**LWR Land Holdings (Gatewood Business Park)**

*November, 2017 through April 2019*

5550 W Executive Drive	\$137,000.00
Tampa, FL 33609	
Contact: Tricia Wagner	(813) 229-1500

Reason: received lower bid from another company.

**Asturia Corporate Park**

*November, 2017 through April 2019*

5550 W Executive Drive	\$92,640.00
Tampa, FL 33609	

Sunrise Landcare, Inc.

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• Landscaping • Irrigation • Property Maintenance • Tree Farms

**PROPERTY MAINTENANCE ACCOUNTS**

**Contract Terminations**

**Five Year History**

**Ashley Furniture Distribution Center**

*July 2004 to November 2018*

3120 Williams Rd \$47,100.00

Brandon, FL 33510

Contact: (800) 477-9999

Reason: Changed to a state wide provider.

**USAmeri Bank (now Valley National Bank)**

*March 208 to September 2018*

4790 140th Ave N \$40,000.00

Clearwater, FL 33762

Contact: R Sommers (727) 260-6518

Reason: Changed maintenance company when banks were sold.

**Esplanade of Starkey Ranch**

*January, 2017 through September 2017*

438 Interstate Court \$86,400.00

Sarasota, FL 34240

Contact: (941) 400-0890

Reason: developer decided to have installing company maintain.

**Esplanade of Tampa**

*January, 2017 through September 2017*

438 Interstate Court \$101,760.00

Sarasota, FL 34240

Contact: (941) 400-0890

Reason: developer decided to have installing company maintain.

Sunrise Landcare, Inc.

P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155



• Landscaping • Irrigation • Property Maintenance • Tree Farms

**PROPERTY MAINTENANCE ACCOUNTS**

**Contract Terminations**

**Five Year History**

**Progressive Insurance Riverview**

*June 2006 to December 2014*

6300 Wilson Mills Rd

\$105,000.00

Mayfield Village, OH 44143

Contact:

Reason: Changed to a state wide provider.

Sunrise Landcare, Inc.

P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☐ No ☒

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? 1.04

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ☒ No ☐

If yes, please describe each incident One vehicle accident with back injury. Two back

strain related to job duties. One hernia aggravated by job duties.

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?* Yes ☐ No ☒ *If yes, please provide:*

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes*  
☐ No ☒ If yes, please explain:

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**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Operations Manager for Sunrise Landcare ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is PO Box 16531, Tampa FL 33687  
\_\_\_\_\_
4. Proposer's Federal Employer Identification Number (FEIN) is 84-2788107  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 17 day of October, 2019.

Proposer: SR Landscaping LLC. dba Sunrise Landcare

By: [Signature]

Title: Operations Manager

STATE OF FL  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17 day of October, 2019, by Joe Cermak of SUNRISE, who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the oath.

[Signature]  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Operations Manager for Sunrise Landcare (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is PO Box 16531, Tampa FL 33687  
\_\_\_\_\_
4. Proposer’s Federal Employer Identification Number (FEIN) is 84-2788107  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this 17 day of October, 2019.

Proposer: SR Landscaping LLC. dba Sunrise Landcare

By: [Signature]

Title: Operations Manager

STATE OF FL  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17 day of October, 2019, by Joe Cermak of Sunrise, who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.

[Signature]  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# **Requested Documents**

## **Manager Bios**

Joe Cermak

Guillermo Ishida

Josh Axmacher

Leroy vann Jr.

## **Certificate of Insurance**

## **Certification Certificates**

**P&L January to October 2019**

## Joseph P. Cermak

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**Education:** Graduated High School from Hinsdale Central in 1989 after completing standard curriculum. Attended and graduated from Iowa State University in 1994 with a BA of Liberal Studies. This is a multi-discipline curriculum in which the student chooses three focus areas in which to study. Focus areas were Landscape Architecture, Community and Regional Planning, and Business/Technical Communication. Also received a minor in Environmental Studies.

**Certifications/Awards:** Currently entering eighteenth year as Certified Arborist after successfully completing over one hundred and eighty Continued Education Units to qualify for a sixth term. Certified Arborist # IL- 1069a. Received three red star recognition's from Environmental Consultants Inc. for superior customer service. Qualified for Deans list two semesters at Iowa State University. Completed well and pump short course from Florida Irrigation Society. Received the USF Sunshine State Safety award in 2009. OSHA 30 trained.

**Employment:** Spent two summers working at the Morton Arboretum in Lisle, Illinois first as a landscaper then as a crew leader. Worked for the Brookfield Zoo as an assistant section leader and as a member of the arborist crew summer of 1994. After graduation worked for Amlings Garden Center in Elmhurst, Illinois as a Site Designer. Provided clients with plans for new landscapes and presented full sales packages for Amlings to install the design. Following this went to work for Environmental Consultants as a utility arborist/public relation's specialist. Worked with the staff of Commonwealth Edison Electric Company in Chicago, Illinois in the development, implementation, and maintenance of their line clearance program.

After moving to Florida spent six months working at the Nine Eagles Golf course as the assistant manager (landscaping) in order to become more familiar with the plant material of west central Florida as well as the common maintenance practices in use. Left the golf course to start work with Mallscapes of Dallas, Texas as the Site Manager for the Countryside Mall account in Clearwater, Florida. Worked all aspects of budgeting, planning schedules, arranging vendors, promoting sales, tracking hours and payroll, and client contact. Started with Sunrise Landcare in October 2000 as the assistant manager for the Landcare division. Since starting duties have expanded to include all levels of job tracking for both maintenance and irrigation, client contact and sales, route planning and scheduling, in-house safety program and safety lectures, and daily managing of the Landcare floor.

\*\*\*\*

## **Guillermo Ishida BSA**

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Mr. Ishida holds a Bachelors Degree in Agronomy with a major in Plant Pathology and has been a Certified Pest Control Operator in the State of Florida since 2002.

In addition Guillermo Ishida has been certified in the Green Industry Best Management Practices and Train the Trainer programs offered by the University of Florida.

Mr. Ishida has had the opportunity to work with several well known Landscape Maintenance organizations directing, designing and executing Fertilization and Horticultural programs for turf, trees and ornamentals in commercial developments and residential areas across the State since 1996.

Guillermo Ishida is the General Manager of GreenCorps Inc (a Sunrise Landscape subsidiary), a firm that provides Fertilization and Horticultural services to commercial and residential properties serving the Tampa Bay area.

\*\*\*\*

# Josh Axmacher

---

## Education & Background:

Josh began working in the irrigation field in the summer of 1998 as a way to earn money to help pay for college tuition. After graduating from Hofstra University in 2005 with a Bachelor's Degree in English, he worked for two years as a middle school English teacher and baseball coach before deciding to pursue a career in irrigation. Over the last 19 years, Josh has worked for some of the leading companies in the landscape industry, starting as an irrigation field technician and gradually advancing to the role of specialist/lead technician, and finally into management. As general manager of the irrigation division at Sunrise Landscape in Tampa, Josh oversees a team of 20-25 employees working on design, installation and maintenance of a wide variety of commercial and residential irrigation projects throughout the state of Florida.

## Certifications & Awards:

- **Certified Landscape Irrigation Auditor (C.L.I.A.)** through the nationally recognized Irrigation Association in 2012.
- **GI-BMP certified** in landscape and irrigation best management practices through the University of Florida in 2013.
- **Received State of Florida Irrigation Specialty Contractor's License** from the Florida Department of Business and Professional Regulation in 2015.

## Specialties:

Some of the areas that Josh specializes in are:

- Earth Grounding and Surge Protection Design / Install
- Earth Moving Equipment (Toro, Vermeer, Ditch Witch)
- ET-Based Irrigation Scheduling
- Flow Monitoring/ Flow Sensors
- Google Earth Pro
- Hunter IMMS Central Control software
- Microsoft Excel
- Moisture Sensor Installation/ Calibration
- Rain Bird IQ
- Semi-fluent in Spanish
- Sunshine 811 Online Ticket Creation/Locate Mapping
- SWFWMD Well Use Permit Applications, Maintenance, & Reporting
- Watering Restriction Variance Applications
- Weathermatic Smart Link Installation, Set-up and Monitoring



## Leroy Vann Jr.

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Mr. Vann started as a crew chief with Sunrise Landcare in 2009 and has proven a valuable member of the companies management team. Moving quickly from Crew Chief to a Senior Crew Chief due to his ability to coordinate the activities of multiple crews he then stepped up to become the Shop Foreman, helping to oversee the assignment and maintenance of equipment for all crews. In the following years Leroy has excelled in handling multiple job positions including Enhancement Manager, Assistant Project Manager, and Project Manager. His current position is as one of four Account Managers overseeing a portfolio of accounts that includes commercial, HOA, and CDD properties.

Prior to working at Sunrise Landcare Leroy Vann was Landscape Installation Supervisor with LMP. His experience in the landscape installation and maintenance field dates back thirty years.

**ACORD**<sub>TM</sub>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/17/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Bouchard Insurance, Inc.</b> <b>101 N Starcrest Dr.</b> <b>Clearwater, FL 33765</b> <b>727 447-6481</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 727 447-6481</b> <b>FAX (A/C, No): 727 449-1267</b> <b>E-MAIL: Certificates@bouchardinsurance.com</b> <b>ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : Westfield Insurance Company</b>	<b>24112</b>
		<b>INSURER B : Federal Insurance Company</b>	<b>20281</b>
		<b>INSURER C : Bridgefield Casualty Ins Co</b>	<b>10335</b>
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

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

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


INSR LTR	TYPE OF INSURANCE	ADD'L SUBR' INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	CMM4489745	10/01/2019	10/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	CMM4489745	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DEF DEFENTION S	Y Y	78190775	10/01/2019	10/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N N/A	019649361	09/06/2019	09/06/2020	PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

\*\*\*SUPPLEMENTAL NAMES\*\*\*

DBA: GreenCorps  
 Sunrise Landcare  
 Sunrise Landscaping Contractors

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> 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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## DESCRIPTIONS (Continued from Page 1)

Certificate holder is additional insured as respects General, Automobile and Umbrella Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Certificate Holder is an additional insured with respect to general liability including ongoing and completed operations, where required by written contract and subject to the terms, conditions and exclusions of the policy.

Coverage is primary as respects to General Liability and Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects to General, Umbrella, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Umbrella Liability is Follow Form.

# Certificate of Completion

Presented to:  
JOE CERMAK

On 1/25/2010, JOE CERMAK successfully completed the OSHA 30 Hour  
Outreach Training for General Industry.

*Taylor Alan Siker*

OSHA Authorized Trainer



## INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Joseph P. Cermak

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



*Jim Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

*Kevin Martlage*

Kevin Martlage  
Director of Professional Development  
International Society of Arboriculture

IL-1069A

Certification Number

20 Apr 1996

Certified Since

30 Jun 2020

Expiration Date



State of



Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

**CERTIFIED PEST CONTROL OPERATOR**

Number: JF105852

GUILLERMO ORTEGA ISHIDA

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

*Lawn & Ornamental*

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

*In Testimony Whereof, Witness this signature at Tallahassee, Florida on January 7, 2002*

*Charles H. Bronson*

Charles H. Bronson  
Commissioner of Agriculture

*Chief Bureau of Entomology and Pest Control*

DACS form 1780, Feb. 99



The Florida Nursery, Growers & Landscape Association  
*Confers on*

Guillermo Ishida

Certificate No. HC5 7004

*The Title of*  
**FNGLA Certified Horticulture Professional (FCHP)**



December 31, 2015  
Expiration Date

November 2009  
Certified Since

*Wes Parrish*  
Wes Parrish, FNGLA President

*Harold Jenkins*  
Harold Jenkins, FNGLA Certification Chair

*Ben Bolusky*  
Ben Bolusky, FNGLA CEO

*Merry Mott*  
Merry Mott, FNGLA Certification Dir

2:40 PM

October 17, 19

Accrual Basis

## SUNRISE LANDCARE

### Profit & Loss

January 1 through October 17, 2019

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	<u>Jan 1 - Oct 17, 19</u>
Ordinary Income/Expense	
Income	
4000 · SALES	
Total 4000 · SALES	<u>4,624,013.93</u>
Total Income	4,624,013.93
Cost of Goods Sold	
5000 · COST OF GOODS SOLD	
Total 5000 · COST OF GOODS SOLD	<u>2,418,268.94</u>
Total COGS	<u>2,418,268.94</u>
Gross Profit	2,205,744.99
Expense	
Total Expense	<u>1,712,058.45</u>
Net Ordinary Income	493,686.54

**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES PROPOSAL**

**FOR**

**THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**AT**

October 18, 2019 at 10:00 a.m. (EST)

**TO:**

**Rizzetta & Company, Inc.**

**12750 Citrus Park Lane, Ste. 115**

**Tampa, Florida 33625**

**Attention: John Toborg and Justin Croom**

**FROM:**



**YELLOWSTONE**  
**LANDSCAPE**



**PROJECT MANUAL**

**FOR**

**LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES**

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT Manatee County, Florida**

Notice is hereby given that the Harrison Ranch Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available beginning **September 23, 2019 at 12:00 p.m.** through **Friday, September 27, 2019, 5:00 p.m.** The Project Manual may be purchased from the offices of Rizzetta & Co., Inc. located at 12750 Citrus Park Lane, Ste. 115, Tampa, FL 33625. Cost of the Project Manual is \$100. Checks should be made payable to Rizzetta & Co., Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

The mandatory pre-proposal meeting will be held on **September 26, 2019, at 10:00 a.m. (EST)**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. All Proposers are required to purchase the Project Manual. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit proposals no later than **October 18, 2019 at 10:00 a.m. (EST)** at Rizzetta & Company, Inc., 12750 Citrus Park Lane, Ste. 115, Tampa, Florida 33625, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its proposal. 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 received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within seventy-two (72) hours after the day of the pre-proposal meeting. 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 with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager at 9428 Camden Field Parkway, Riverview, Florida 33578.

The Board will evaluate the proposals at a public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed **in writing by e-mail**



only to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com) with a copy to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com) and Lauren Gentry at [laureng@hgslaw.com](mailto:laureng@hgslaw.com) no later than **Wednesday, October 2, 2019, 4:00 p.m.**

#### NOTICE OF SPECIAL MEETINGS

Unless certain circumstances exist where a public opening is unwarranted, all proposals will be publicly opened at a special meeting of the District to be held at **10:00 a.m. (EST), October 18, 2019**, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. The Board will evaluate the proposals at a special public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. A copy of the agenda for either meeting can be obtained from the District Office at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 or by phone at 813-933-5571.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above locations will be present a speaker telephone so that any Board Supervisor or staff member can attend the meetings and be fully informed of the discussions taking place either in person or by telephone communication. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations to participate in the meetings is asked to advise the District Office at (813) 933-5571, at least 48 hours before either 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 Office.

Harrison Ranch Community Development District  
Justin Croom, District Manager

## HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

### Landscape & Irrigation Maintenance Services Manatee County, Florida

#### INSTRUCTIONS TO PROPOSERS

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer**”) no later than October 18, 2019 at 12:00 p.m. at the offices of Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
September 20, 2019	RFP Notice is issued.
September 23, 2019	RFP package available for purchase.
September 20, 2019 to October 18, 2019	Site inspections available. <i>Please contact Justin Croom at <a href="mailto:jcroom@rizzetta.com">jcroom@rizzetta.com</a> and John Toborg at <a href="mailto:jtoborg@rizzetta.com">jtoborg@rizzetta.com</a>, to schedule a time to visit the site.</i>
September 26, 2019 at 10:00 a.m.	Pre-proposal meeting.
October 2, 2019 at 12:00 p.m.	Deadline for questions.
October 18, 2019 at 10:00 a.m.	Proposals submittal deadline.

3. **MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at 10:00 a.m. on September 26, 2019, located at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

4. **SIGNATURE ON PROPOSAL.** Each 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 authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and



location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof.

The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

**7. 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.

**8. PROJECT MANUAL.** The “Project Manual” and any addenda thereto, will be available on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). Proposers shall download a Project Manual prior to the mandatory pre-proposal meeting.

**9. 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.

**10. 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.

**11. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com), John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com), and Lauren Gentry at [laureng@hgslaw.com](mailto:laureng@hgslaw.com). Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **October 2, 2019 at 12:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail and posted on the District’s website at [harrisonranchcdd.org](http://harrisonranchcdd.org). 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.



**12. SUBMISSION OF PROPOSAL.** Submit one (1) original, seven (7) hard copies & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Harrison Ranch Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**13. 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.

**14. 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 Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**15. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).



- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

**16. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that 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.

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

**18. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**19. 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 Project Manual. 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 and 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.

**20. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the mandatory pre-proposal meeting. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**21. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

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

**23. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

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

**24. 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.

**25. BLACK-OUT PERIOD/CONE OF SILENCE.** The black-out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized



herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**26. 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.

**27. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**28. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to 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.

**29. PROTESTS.** Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory pre-proposal meeting, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Harrison Ranch Community Development District, c/o: Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, ATTN: John Toborg and Justin Croom, District Manager.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest

relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Twenty Thousand Dollars (\$20,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HARRISON RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
Request for Proposals – Landscape and Irrigation Maintenance Services**

**EVALUATION CRITERIA**

**1. Personnel & Equipment (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following criteria: 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; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

**2. Experience (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

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

This category addresses the following issues: 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 pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

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

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.



**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.\*

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

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

**Proposer's Total Score (100 Points Possible) (\_\_\_\_ Points Awarded)**

**END**

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\* Example: 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



### AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida  
COUNTY OF Manatee

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of General Manager for Yellowstone Landscape ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s (list all):  
Addendum No. 1 (Dated 10/3/19), Addendum No. 2 (Dated 10/15/19).

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

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to

verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

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

Dated this 10<sup>th</sup> day of October, 2019.

Proposer: Yellowstone Landscape

By: Tom Deruiter

Title: GM

STATE OF Florida

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of OCTOBER, 2019, by TOM DERUITER of YELLOWSTONE LANDSCAPE, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



[Signature]  
Notary Public, State of Florida

Print Name: NATALIA Bigelow

Commission No.: GG 297097

My Commission Expires: 5/31/23

**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 1**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 3, 2019

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**This Addendum No. 1 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services includes five (5) Revised Pages to the Bid Documents (Scope of Services) with adjusted fertilizer application schedules and adjusted irrigation component quantities. Please remove and replace the Scope of Services for both Parts 2 & 4. Additionally, this addendum includes the Reader Extended PDF to allow each vendor to supply a price per zone should the quantity of irrigation zones stipulated in this change order should differ from those actually in the field. Please use these Reader Extended PDF's instead of the ones provided in the original RFP document.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

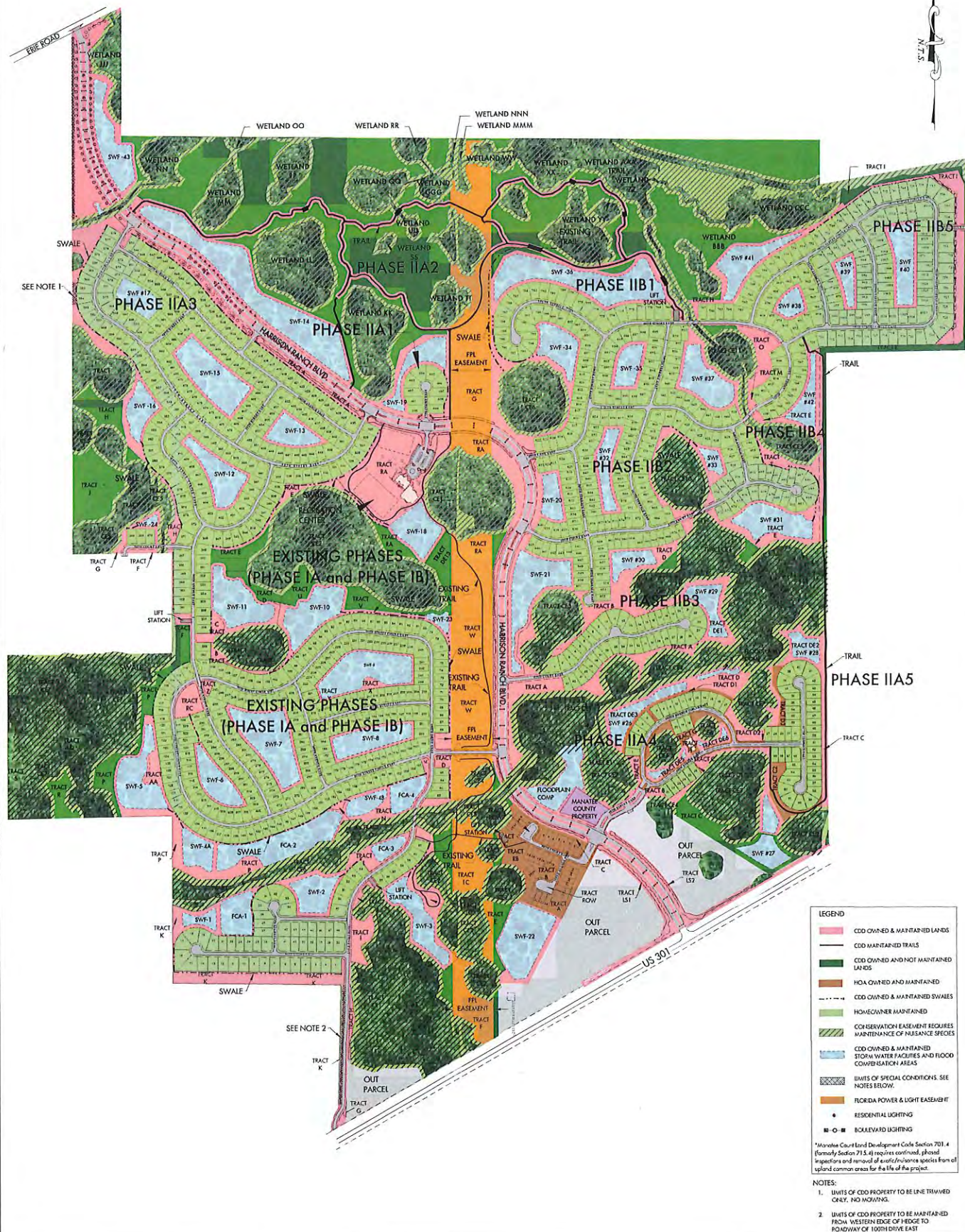


10/3/19

END



N.T.S.





**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL  
LANDSCAPE/IRRIGATION MAINTENANCE SERVICES**

**Addendum No. 2**

To: All Bidders

CC: Justin Croom, District Manager  
Jere Earlywine, District Counsel

From: John R. Toborg, Sr. Field Services Manager

Date: October 15, 2019

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**This Addendum No. 2 for the Harrison Ranch CDD RFP for Landscape & Irrigation Maintenance Services includes nine (9) Revised Pages to the Bid Documents (Scope of Services & Bid Form) reflecting adjusted annual/perennial quantities & rotation schedule. Please remove and replace the Scope of Services for Part 6. Additionally, this addendum includes the Reader Extended PDF to allow each vendor to supply prices for the revised quantities and rotation schedules per annual/perennial rotations. Please use these Reader Extended PDF's instead of the ones provided in the original RFP document. I have included new forms for each annual renewal should your pricing change from the initial term.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE  
SUBMITTAL OF BID PROPOSAL.**

  
10/15/2019

END

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name Yellowstone Landscape

Street Address 6108 33rd Street East

P. O. Box (if any) \_\_\_\_\_

City Bradenton State Florida Zip Code 34243

Telephone (941) 251-8080 Fax no. (941) 251-8081

1st Contact Name Bill Simpson Title BDM

2nd Contact Name Tom Deruiter Title GM

Parent Company Name (if any) Yellowstone Landscape, Southeast LLC

Street Address 3235 North State Street

P. O. Box (if any) 849

City Bunnell State Florida Zip Code 32110

Telephone (386) 437-6211 Fax no. N/A

1st Contact Name Jim Herth Title VP of BD

2nd Contact Name Brian Wester Title Regional VP





**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 6108 33rd Street East

P. O. Box (if any) \_\_\_\_\_

City Bradenton State Florida Zip Code 34203

Telephone (941) 251-8080 Fax no. (941) 251-8081

1st Contact Name Bill Simpson Title BDM

2nd Contact Name Tom Deruiter Title GM

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>1</u>	Supervisors, who will be onsite <u>2</u> days per week;
<u>2</u>	Technical personnel, who will be onsite <u>2</u> days per <u>week</u> ; and
<u>5-10</u>	Laborers, who will be onsite <u>4</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ☐ No ☒ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: \_\_\_\_\_

Position / Certifications: \_\_\_\_\_

Duties / Responsibilities: \_\_\_\_\_

% of Time to Be Dedicated to This Project: \_\_\_\_\_ %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Duties / Responsibilities: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Olive Branch Tree Care

Street Address 6791 28th Street Circle East

P. O. Box (if any) \_\_\_\_\_

City Bradenton State Florida Zip Code 34243

Telephone (941)748-5030 Fax no. \_\_\_\_\_

1st Contact Name Jared Allman Title Mgr.

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Proposed Duties / Responsibilities: Palm Pruning above 15' Height

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Palm Pruning above 15' height on multiple properties

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Proposer's Scope of Services for Project: Palm Pruning above 15' height

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates Serviced: Varies

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

DMV Reports

Background Checks

Drug Test/Screen

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project. (SEE ATTACHED)*



# OFFICERS

PROPOSER: Yellowstone Landscape

DATE: 10/18/2019

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Brian Wester	Reg. VP	South Region Leadership	Jacksonville, FL
Jim Herth	VP, BD	VP of Business Development	Bunnell, FL
Tom Deruiter	GM	General Manager	Bradenton, FL
Bill Simpson	BDM	Business Development Manager	Bradenton, FL
FOR PARENT COMPANY (if applicable)			
Tim Portland	CEO	Corporate Management	Bunnell, FL
Chris Adornetti	VP of Finance, Controller	Finance Controller	Bunnell, FL

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

Yellowstone Landscape

10/18/2019

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Tom Deruiter	GM	Branch Manager	Bradenton	.5	Started 2019	14
Bill Simpson	BDM	Bus Dev. Mgr./Arborist	Bradenton	.5	Started 2019	29+
Jose Vasquez	Account Mgr	Account Management	Bradenton	2	5	12+
Pat Barsness	Fert/Pest Mgr.	Manages Fert / Pest Div	Bradenton	2	7	25+
Mike Paradise	Irr. Manager	Manages Irrigation	Bradenton	2	6	12+



## Yellowstone Landscape

10/18/19

PROPOSER:

DATE: \_\_\_\_\_

[illegible]

## Our Fleet Vehicles and Equipment



**YELLOWSTONE**  
LANDSCAPE



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 800 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers



## **YELLOWSTONE LANDSCAPE EQUIPMENT LIST**

(Harrison Ranch)

### **TRUCKS**

1493 Chevy 3500 Crew Cab Box Truck 54DBDJ1B4HS8091131494  
Chevy 3500 Crew Cab Landscape Dump 54DBDJ1B1HS8062341526  
Chevy 3500 Crew Cab Landscape Dump 54DBDJ1B8JS8020561583  
Chevy 1500 Silverado W/T Regular Cab, Longbed 1GCNCNEH7JZ270963

### **TRAILERS**

Big Tex Trailer 20' Tandem Axle Landscape Trailer 16VPX2022J309178  
Anderson Trailer 7\*20 Equipment Trailer 4ynbn202x7c048274  
Big Tex Trailer 12' Single Axle F/C Trailer 16VAX121XJ3096834

### **BIG EQUIPMENT**

Hurricane Blower HBV X3BS Ride on blower, 23 HP Vanguard 171226  
Hurricane Blower HB314S Stand On Power Blower 081065S  
Exmark LZS749AKC724A1 Lazer S Series 72" 402150625  
Exmark LZS749AKC724A1 Lazer S Series 72" 402248975  
Exmark LZS749AKC724A1 Lazer S Series 72" 402248976  
Exmark LZS749AKC724A1 Lazer S Series 72" 402248977  
Exmark LZS749AKC724A1 Lazer S Series 72" 402248978  
Exmark VTS740EKC60400 Vantage X-Series 60" Ultracut with Kohler 402530857  
Exmark VTS740EKC52400 Vantage S-Series 52" Ultracut with Kohler 401017112  
Exmark VTS541CKA36300 Vantage S-Series 36" Ultracut with KAW 402199787  
Exmark VTS541CKA36300 Vantage S-Series 36" Ultracut with KAW 402199789  
Exmark SSS270CSB00000 Spreader/sprayer EX27 402521549Cat 262  
Skidsteer includes bucket and tree boom S# MST00410

## SMALL EQUIPMENT

Stihl FC91 Stick Edger 514236791

Stihl FC91 Stick Edger 514236786

Stihl FC91 Stick Edger 514236781

Stihl FC91 Stick Edger 514236793

Stihl FC91 Stick Edger 514236787

Stihl FS91R Line Trimmer 514615837

Stihl FS91R Line Trimmer 514615817

Stihl FS91R Line Trimmer 514615823

Stihl FS91R Line Trimmer 514615821

Stihl FS91R Line Trimmer 514615843

Stihl BR430 Backpack Blower 514142143

Stihl BR430 Backpack Blower 514048617

Stihl BR430 Backpack Blower 514142188

Stihl BR430 Backpack Blower 514048616

Stihl BR430 Backpack Blower 514142150

Stihl BR430 Backpack Blower 514142182

Stihl HL94K 145 Short Hedge Trimmer 513230427

Stihl HL94K 145 Short Hedge Trimmer 513230415

Stihl HL94K 145 Short Hedge Trimmer 513230423

Stihl HL94K 145 Long Hedge Trimmer 513602422

Stihl HL94K 145 Long Hedge Trimmer 513602422

Stihl HL94K 145 Long Hedge Trimmer 513602420

Stihl	HT103	Extended Pole Saw	5.14E+08
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Stihl	HT103	Extended Pole Saw	5.14E+08
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Stihl	HT103	Extended Pole Saw	5.14E+08
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Stihl	BG86Z	Hand Held Blower	5.15E+08
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Assorted Hand Tools

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes  
☒ No ☐ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: West Villages Improvement District

Contact: Mike Smith Contact Phone: (540) 539-7562

Project Type/Description: CDD Common Areas and Entrances

Dollar Amount of Contract: \$581,000.00

Scope of Services for Project: Landscape / Irrigation Maintenance and IPM /Fert Services

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: Since October 2016, and just renewed a five year contract to 2024

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

2018 = \$200 Million

2017 = \$175 Million

2016 = \$150 Million

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project #1 Name/Location: Forest Creek CDD

Contact: Grant Phillips Contact Phone: (813) 533-2950

Project Type/Description: CDD Common Areas and Entrances

Dollar Amount of Contract: \$140,000.00

How was the project similar to this project? CDD with a main strip and a good deal of interior mowing around ponds.

Your Company's Detailed Scope of Services for Project #1 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Basic mowing and detailing (pruning) services, full Fert/IPM program, Palm pruning, and Mulching

List of equipment used on site: Trucks, Trailers, Zturn mowers, Walk behind mowers, Edgers, Line Trimmers, Blowers, Trimmers, Extended Trimmers, Pole Saw, Back Sprayers, and assorted hand tools

List of subcontractors used: Olive Branch Tree Care, Ramco Mulch

Is this a current contract? Yes ☒ No ☐

Duration of contract: June 2015-Current



- *(Information regarding similar projects – continued)*

Project #2 Name/Location: Isles of Lakewood Ranch

Contact: Sherry Folda Contact Phone: (407) 877-2930

Project Type/Description: Landscape Maintenance

Dollar Amount of Contract: \$260,000.00

How was the project similar to this project? Common Area Maintenance

Your Company's Detailed Scope of Services for Project #2 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Basic mowing and detailing  
(pruning) services, full Fert/IPM program, Palm pruning, and Mulching

List of equipment used on site: Trucks, Trailers, Zturn mowers, Walk behind mowers,  
Edgers, Line Trimmers, Blowers, Trimmers, Extended Trimmers, Pole Saw, Back Sprayers, and  
assorted hand tools

List of subcontractors used: Olive Branch Tree Care, Ramco Mulch

Is this a current contract? Yes ☒ No ☐

Duration of contract: November 2018- Current

- *(Information regarding similar projects – continued)*

Project #3 Name/Location: The Preserves at Panther Ridge/Sarasota

Contact: Kelly Lyons Contact Phone: (727) 346-1938

Project Type/Description: Landscape Maintenance

Dollar Amount of Contract: \$87,000.00

How was the project similar to this project? Common areas plus pond mowing (25)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #3 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Basic mowing and detailing (pruning) services, and full Fert/IPM program.

\_\_\_\_\_  
\_\_\_\_\_

List of equipment used on site: Trucks, Trailers, Zturn mowers, Walk behind mowers, Edgers, Line Trimmers, Blowers, Trimmers, Extended Trimmers, Pole Saw, Back Sprayers, and assorted hand tools

List of subcontractors used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes X No   

Duration of contract: April 2017-Current

- *(Information regarding similar projects – continued)*

Project #4 Name/Location: Bayridge HOA

Contact: Karl Bogolub Contact Phone: (727) 346-9989

Project Type/Description: Landscape Maintenance

Dollar Amount of Contract: \$134,000.00

How was the project similar to this project? Common area Maintenance with heavy detail

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Company's Detailed Scope of Services for Project #4 (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Basic mowing and detailing  
(pruning) services, full Fert/IPM program, Palm pruning, and Mulching

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of equipment used on site: Trucks, Trailers, Zturn mowers, Walk behind mowers, Edgers, Line Trimmers, Blowers, Trimmers, Extended Trimmers, Pole Saw, Back Sprayers, and assorted hand tools

List of subcontractors used: Olive Branch Tree Care, Ramco Mulch

\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes ☒ No ☐

Duration of contract: March 2019-Current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☒ No ☐ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Sarasota County Zones 1 & 4

Contact: Bob Allen Contact Phone: (941) 302-4279

Project Type/Description: County Mowing

Dollar Amount of Contract: \$2,000,000.00

Scope of Services for Project: County Mowing

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: 2016-2019

Reason for Termination: Re Bid

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☐ No ☒

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

What is the Proposer's current worker compensation rating? .91

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ☐ No ☒

If yes, please describe each incident \_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?* Yes ☐ No ☒ If yes, please provide:

The names of the entities \_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

The period(s) of debarment or suspension \_\_\_\_\_

Also, please explain the basis for any bar or suspension:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

N/A

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ☐ No ☒ If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ☒ No ☐ If yes, please explain:*

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## PROPOSAL FORM PART IV -- PRICING

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

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

### PART 1

**General Landscape Maintenance**

\$ 328,000.00 Yr

#### Optional Service Pricing:\*

- Storm Cleanup \$ \$40 /hr
- Freeze Protection (description of ability) Covering of all cold sensitive plant material at the first sign of freezing temperatures with the cloth to be provided by the CDD  
\$ 2,250.00/application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- Hand Watering  
\$ 40.00 /hr for employee with hand-held hose  
\$ 250.00 /hr for water truck/tanker

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

### PART 2

**Fertilization (All labor and materials)**

\$ 65,000.00 Yr

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	24-0-11w/Pre-Em	1.0 lbs N/1000 SF	4,000	\$6,675.00
April	21-0-0	0.5 lbs N/1000 SF	2,290	\$6,675.00
May	24-0-11	1.0 lbs N/1000 SF	4,000	\$6,675.00
October	24-0-11	1.0 lbs N/1000 SF	4,000	\$6,675.00
November	24-0-11	1.0 lbs N/1000 SF	4,000	\$6,675.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
February	24-0-10 w/ Pre-Em	1.0 lbs N/1000 SF	1,020	\$2,722.00
April	21-0-0	0.5 lbs N/1000 SF	590	\$2,722.00
May	24-0-11	1.0 lbs N/1000 SF	1,020	\$2,722.00
October	24-0-11	1.0 lbs N/1000 SF	1,020	\$2,722.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8-0-10, 50% slow release N	1.0 lbs N/1000 SF	2,520	\$5,440.00
June	8-0-10, 50% slow release N	1.0 lbs N/1000 SF	2,520	\$5,440.00
October	8-0-10, 50% slow release N	1.0 lbs N/1000 SF	2,520	\$5,440.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
March	8N-2P2O5-12K2O+4Mg	1.5 lbs N /100 SF	350	\$834.00
June	8N-2P2O5-12K2O+4Mg	1.5 lbs N /100 SF	350	\$834.00
September	8N-2P2O5-12K2O+4Mg	1.5 lbs N /100 SF	350	\$834.00
November	8N-2P2O5-12K2O+4Mg	1.5 lbs N /100 SF	350	\$834.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*
April	8-2-12	Crapees, KO Roses, Loro.	80 lbs	\$540.50
October	8-2-12	Crapees, KO Roses, Loro.	80 lbs	\$540.50

**\*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)

\$ Included in Part 2 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.

**OTC Injections** (All labor and materials) \$ 105,120.00 / Yr (based on quantities below)  
(OTC injections per specs - **do not include in Grand Total**)

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

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Sabot/Queen Palms	657	1 per quarter	\$40.00	\$105,120.00

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 14,365.00 / Yr

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



#### PART 4

**Irrigation** (All labor and materials) ( \$ 100.63 / Zone) \$ 32,000.00 /Yr

Freeze Protection (description of ability) Covering of pump station/well at the first sign of  
freezing temperature

\$ 500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 140.00 /hr. (i.e. broken mainlines, pump &  
wells, etc.)

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

#### PART 5

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

1183 CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ 49.50 /CY (October Application)

And

1183 CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ 49.50 /CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ 117,000.00 /Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### PART 6

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the  
direction of the District at \$ 2.25 /annual.

\$ 15,621.75 /rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) per specs at the direction of the District at \$ 6.00 /perennial.

\$ 12,798.00 /Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ 425,000.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>425,000.00</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>425,000.00</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>425,000.00</u> /Yr*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.



**PROPOSAL FORM  
PART IV -- PRICING**

*NOTE: This pricing form is intended to cover pricing for the FIRST ANNUAL RENEWAL if there is a change in pricing.*

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

**PART 1**

**General Landscape Maintenance**

\$ \_\_\_\_\_ Yr

**Optional Service Pricing:\***

- Storm Cleanup \$\_\_\_\_\_/hr
- Freeze Protection (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$\_\_\_\_\_/application event (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event)
- Hand Watering  
 \$\_\_\_\_\_/hr for employee with hand-held hose  
 \$\_\_\_\_\_/hr for water truck/tanker

*\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	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.

**OTC Injections** (All labor and materials) \$ \_\_\_\_\_ / Yr (based on quantities below)  
(OTC injections per specs - **do not include in Grand Total**)

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / Yr

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



#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone) \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ \_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL  
SECOND ANNUAL RENEWAL  
THIRD ANNUAL RENEWAL

\$ \_\_\_\_\_/Yr\*  
\$ \_\_\_\_\_/Yr\*  
\$ \_\_\_\_\_/Yr\*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

**PROPOSAL FORM  
PART IV -- PRICING**

*NOTE: This pricing form is intended to cover pricing for the SECOND ANNUAL RENEWAL if there is a change in pricing.*

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

**PART 1**

**General Landscape Maintenance**

**\$ \_\_\_\_\_ Yr**

**Optional Service Pricing:\***

- **Storm Cleanup** \$ \_\_\_\_\_/hr
- **Freeze Protection** (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_/application event (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event**)
- **Hand Watering**  
 \$ \_\_\_\_\_/hr for employee with hand-held hose  
 \$ \_\_\_\_\_/hr for water truck/tanker

*\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*



BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crape, Loropetalum, Knockout Roses, etc.)	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.

**OTC Injections** (All labor and materials) \$ \_\_\_\_\_ / Yr (based on quantities below)  
(OTC injections per specs - **do not include in Grand Total**)

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / Yr

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

**PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone) \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ \_\_\_\_\_/Yr**  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

**PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$ \_\_\_\_\_/perennial.

\$ \_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$ \_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL  
SECOND ANNUAL RENEWAL  
THIRD ANNUAL RENEWAL

\$ \_\_\_\_\_/Yr\*  
\$ \_\_\_\_\_/Yr\*  
\$ \_\_\_\_\_/Yr\*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.



**PROPOSAL FORM  
PART IV -- PRICING**

**NOTE:** This pricing form is intended to cover pricing for the THIRD ANNUAL RENEWAL if there is a change in pricing.

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

**PART 1**

**General Landscape Maintenance**

\$ \_\_\_\_\_ Yr

**Optional Service Pricing:\***

- **Storm Cleanup** \$ \_\_\_\_\_/hr
- **Freeze Protection** (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_/application event (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application event**)
- **Hand Watering**  
 \$ \_\_\_\_\_/hr for employee with hand-held hose  
 \$ \_\_\_\_\_/hr for water truck/tanker

***\*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)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION*

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	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 (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	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.

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

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

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

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

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

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

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / Yr

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

#### **PART 4**

**Irrigation** (All labor and materials) ( \$ \_\_\_\_\_ / Zone)      \$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

#### **PART 5**

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

\_\_\_\_\_ CY medium Pine Bark Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (October Application)

And

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch**      \$ \_\_\_\_\_/Yr  
**(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

#### **PART 6**

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

Contractor shall install 6,943 (4") annuals two (2) times per year (fall & winter) **per specs** at the direction of the District at \$ \_\_\_\_\_/annual.

\$ \_\_\_\_\_/rotation

And:

Contractor shall install 2,133 (6") perennials one (1) time per year (spring through summer) **per specs** at the direction of the District at \$\_\_\_\_\_/perennial.

\$\_\_\_\_\_/Yr (based on two (2) annual rotations and one (1) perennial rotation)  
**(Do not include in Grand Total)**

**The District reserves the right to subcontract any annual installation to an outside vendor**

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

\$\_\_\_\_\_/Yr

FIRST ANNUAL RENEWAL

\$\_\_\_\_\_/Yr\*

SECOND ANNUAL RENEWAL

\$\_\_\_\_\_/Yr\*

THIRD ANNUAL RENEWAL

\$\_\_\_\_\_/Yr\*

\*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

## LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ 45.00	Hour
B.	Bush-Hog w/operator	\$ 75.00	Hour
C.	Tractor w/operator	\$ 95.00	Hour
D.	Supervisor with Transportation	\$ 50.00	Hour
E.	Laborer with hand equipment	\$ 40.00	Hour
F.	Truck w/driver	\$ 50.00	Hour
G.	Irrigation Tech	\$ 70.00	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ 55.00	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ 55.00	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ 55.00	Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ 55.00	Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ 55.00	Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ 55.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 40.00	Hour
O.	Lump Sum Mowing <sup>(2)</sup> , entire community	\$ 7,810.00	Per Mow

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<sup>2</sup> Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A.	Debris removal personnel unit costs:	
	4 man crew	\$ 200.00 per Hour
	Tractor operator	\$ 75.00 per Hour
	Supervisor	\$ 75.00 per Hour
B.	Debris removal equipment unit costs:	
	Tractor	\$ 75.00 per Hour
	Flat Bed Truck	\$ 50.00 per Hour
	Supervisor Truck	\$ 25.00 per Hour
C.	Other emergency/disaster related unit costs:	
	Dump Fees	\$ 25.00 per Hour
	Tree Staking	\$ 50.00 per tree per Hour
		\$ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Yellowstone Landscape ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 16<sup>th</sup> day of October, 2019.

Proposer: Yellowstone Landscape

By: Tom Deruiter

Title: GM

STATE OF Florida  
COUNTY OF MANATEE

The foregoing instrument was sworn and subscribed before me this 16<sup>th</sup> day of October, 2019, by Tom Deruiter of Yellowstone Landscape, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



[Signature]  
Notary Public, State of Florida

Print Name: NATALIA Bigelow

Commission No.: GG297097

My Commission Expires: 5/31/23



**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Harrison Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of General Manager for Yellowstone Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 6108 33rd Street East, Bradenton, FL 34203

4. Proposer's Federal Employer Identification Number (FEIN) is 20-2993503

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

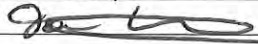
       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest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

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

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 16<sup>th</sup> day of October, 2019.

Proposer: Yellowstone Landscape

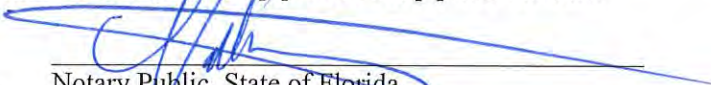
By: Tom Deruiter 

Title: GM

STATE OF Florida  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2019, by Tom Deruiter of Yellowstone Landscape, who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the oath.



  
Notary Public, State of Florida

Print Name: Natalia Bigelow

Commission No.: GG 297097

My Commission Expires: 5/31/23



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

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

1. This sworn statement is submitted to Harrison Ranch Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 6108 33rd Street East, Bradenton, FL 34203  
\_\_\_\_\_
4. Proposer's Federal Employer Identification Number (FEIN) is 20-2993503  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

Dated this 16<sup>th</sup> day of October, 2019.

Proposer: Yellowstone Landscape

By: Tom Deruiter

Title: GM

STATE OF Florida  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of OCTOBER, 2019, by Tom Deruiter of Yellowstone Landscape, who is personally known to me or who has produced as identification, and did ☐ or did not ☐ take the oath.



Notary Public, State of Florida

Print Name: NATALIA Bigelow

Commission No.: GG 297097

My Commission Expires: 5/31/23



**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**Harrison Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578 ("**District**"); and

Yellowstone Landscape \_\_\_\_\_, a \_\_\_\_\_, whose address is 6108 33rd Street East, Bradenton, FL 34203 ("**Contractor**," and collectively with the District, "**Parties**").

**RECITALS**

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

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

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a "**Project Manual**," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

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

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

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, "**Work**"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the



District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

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 shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This



authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager (currently Justin Croom) and Field Services Manager (currently John Toborg), both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 19 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin November 18, 2019 and end November 17, 2020 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per year, in monthly amounts of

\_\_\_\_\_ (\$\_\_\_\_\_). Such compensation covers only the items specified in Parts 1, 2, 3 & 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to



Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

**8. INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** 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.
  - ii. **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.
  - iii. **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.
  - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. 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.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.



- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. 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.
- g. 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.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. 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.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that



any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 Agreement 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.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**12. ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the



District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

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

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this



Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

27. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:



**A. If to the District:** Harrison Ranch Community Development District  
9428 Camden Field Parkway  
Riverview, Florida 33578  
Attn: Justin Croom

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jere Earlywine

**B. If to Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

29. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.

31. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon

request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

32. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

34. **COUNTERPARTS.** 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



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

ATTEST:

**HARRISON RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
☐ Secretary  
☐ Assistant Secretary

By: \_\_\_\_\_  
☐ Chairperson  
☐ Vice Chairperson

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

- Exhibit A: Scope of Services**  
**Exhibit B: Proposal Pricing (Part IV of Proposal Form)**  
**Exhibit C: Other Forms**  
**Exhibit D: Maintenance Map**



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

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. This is to re-introduce nutrients in the clippings back into the soil system. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than 24 hours and then re-distributed across the lawn. Mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must travel in a counter-clockwise direction. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Contractor shall maintain a mowing strip adjacent to both sides of the shell hiking trail equal to a standard riding mower width (3’-4’) where possible. Additionally, all lateral and overhead encroachment (vines, limbs, palm fronds, tree branches, dead, fallen limbs, etc.) shall be cut back and removed from all trails. Up to a height of 9’ shall be kept clear above trails. Weekend work is permitted when necessary upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Harrison Ranch Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water’s edge, control structures, mitered end sections and any other storm water structures (including rip-rap areas) shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in

flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. With the exception of the shell hiking trail, Chemical edging shall not be permitted anywhere on property. However, sprayed material must be hand-removed once it is dead.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

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



all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. If mosses are remaining from previous contract, the removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

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

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS, LAKE BANKS OR CDD-MAINTAINED TRACTS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

- 4) **WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre



& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.** **NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

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

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

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Hurricane blowers are not to be used in areas that will blow the mulch away from the pavement edge, be it sidewalk or curb & gutter. If this occurs, Contractor will be required to either replace the mulch or rake mulch from under the plant crowns and back into the area it was intended. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

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



## **PART 2**

### **FERTILIZATION**

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. It is the Contractor's responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements. Copies of all training certificates shall be provided to District representative.

#### **HIGHLIGHTS OF THE ORDINANCE:**

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

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

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
Oct	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

#### **All Bahia Sod:**

February	A complete fertilizer based on soil tests + PreM
March	A second application of a PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior

to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

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

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

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

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

A complete fertilizer (formula will vary according to soil test results) at a maximum rate of 4 lbs.

N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

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

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-0P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & November - December). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

**CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the

**DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.**

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

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "CDD Owned & Maintained Lands" on the Maintenance Exhibit. These areas are indicated with a pink color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include pond banks or CDD-maintained tracts adjacent to or behind the residential properties or between ponds and conservation areas.

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

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



## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 2,200 zones, 22 controllers, 2 pump stations & 1 well).

These inspections shall include:

#### A. Irrigation Controllers

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

#### B. Water Sources

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

#### C. Irrigation Systems

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

#### D. Report

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

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs,

## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 300 zones, 8 controllers, 18 or more battery operated controllers, 1 pump station & 1 well).

These inspections shall include:

#### A. Irrigation Controllers

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

#### B. Water Sources

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

#### C. Irrigation Systems

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

#### D. Report

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

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be



inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

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

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

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately **Six Thousand Nine Hundred Forty-Three (6,943)** annuals in 4" pots two (2) times per year in designated areas (during the fall & winter rotations – September through November & December through February, respectively) and Two Thousand One Hundred Thirty-Three (2,133) perennials in 6" pots one (1) time per year for a six-month rotation (spring through summer – March through August). Contractor shall maintain flowers to ensure a healthy appearance. The Contractor will have the type of flowers to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to approve flower choice(s). Plants shall be hand watered at the time of installation. The Contractor will remove dead or dying plants before the appearance of such plants could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three or six months. (Dec., Mar., June, and Sep.)

Flower installation price shall include the removal of all dead plants prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any plants that die, fail to thrive or is damaged by insects/disease up to within two weeks of the next rotation. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all flower beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All flower beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" & 6" plants as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

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

[END OF SECTION]

**EXHIBIT "B"**  
**PRICING PROPOSAL (PART IV OF PROPOSAL FORM)**

**EXHIBIT "C"**  
**OTHER FORMS**

**WEEKLY WORK JOURNAL**

*This form (or a similar form) must be filled out at the end of each daily visit and turned in to the clubhouse office.*

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

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**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**



**HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT**

**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IRRIGATION TECHNICIAN'S NAME:** \_\_\_\_\_

**REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**EXHIBIT “D”  
MAINTENANCE MAP**

# Personnel



**YELLOWSTONE**  
LANDSCAPE



# Statement of Corporate Stability

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Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 3000 clients from 30 local branch operations facilities across 8 states in the South and Southwest. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded \$174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.



# Principal Officers

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Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the South and Southwest United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

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**Tim Portland** has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



**Chris Adornetti** is Yellowstone Landscape's *Vice President and Controller*. Chris has been with Yellowstone Landscape since June of 2015. In his role, Chris oversees the day to day accounting and finance operations of the company. Prior to joining Yellowstone, Mr. Adornetti spent 7 years at Harte Hanks, a publicly traded marketing, data analytics, and logistics company. Since joining Yellowstone, Mr. Adornetti has overseen multiple projects to increase efficiency and further solidify Yellowstone's financial stability while adhering to generally accepted accounting principles. A two-time graduate of the University of North Florida, he holds a bachelor's degree in Accounting, along with a Master's in Business Administration.



**Brian Wester** is Yellowstone's *Regional Vice President*, responsible for providing leadership to operations across the Southeast. Mr. Wester joined the company in 2003 as an Account Manager in Palm Coast, Florida. In 2004 he was promoted to lead the landscape installation division -- later that year he was promoted to District Manager and launched our Orlando operations. From 2005-2010 Mr. Wester started and managed multiple branch locations in the Orlando market. In 2011 Mr. Wester was promoted to Regional Vice President for our Georgia and South Carolina operations. In 2019 our Florida operations were added to Mr. Wester's responsibilities and make up the Southeast Region. He holds an Associates of Science degree in Golf Course Operations, Bachelor of Science degree in Business/Finance and will earn his MBA from the University of Florida in the spring of 2020.



# Local Leadership Team—Resumes

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The Sarasota Fl. team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.

**Thomas DeRuiter, Branch Manager:** Tom has been in the Landscape Maintenance industry for 15+ years, with a specialization in Lawn care maintenance and Integrated Pest Management. Tom was the Branch Manager at his last company for the past 6 years before joining the Yellowstone Landscape team here at the Sarasota Branch. Tom is a certified operator in residential Pest, termite and lawn care. Tom also holds an Advanced Maintenance of Traffic certification which he uses to ensure our people are safe while operation in traffic and around other pedestrians and vehicles on and around job sites. Tom joined Yellowstone in 2019. 15+ Years Experience

**Bill Simpson, Business Development Manager:** Bill has been in the Green Industry for 29+ years, with a B.S. degree in Landscape Architecture, An ISA Certified Arborists, Spray Licenses in two States including Florida, FNGLA Certified Horticulturists, and Nursery Certifications in three states and he brings his knowledge and experience which includes owning his own landscape business for 25 years to Yellowstone Landscape in 2019. His passion and dedication to the industry gives us a deep credibility to our Yellowstone Team. Bill joined Yellowstone in 2019. 29+ Years Experience

**Jim Delaney, Operations Manager:** Jim has over 25 years in the Lawn and Landscape Maintenance Industry. He started as a crew member mowing lawns and trimming bushes then moved into residential sales for Tru-Green, before being promoted to Commercial Sales Manager. Jim also ran his own Property Maintenance Company for 12 years before moving to Florida. Locally, he was an Account Manager at Valley Crest/BrightView for 5 years before joining the Yellowstone Landscape team. He was promoted to Operations Manager in 2018. Jim also hold BMP and American Red Cross Certificates in CPR and First Aid. Jim has been with Yellowstone over 2 years. 25+ Years Experience.

**Patrick Barsness, Fertilizer/Chemical Superintendent:** Patrick started his career in the lawn care/landscape industry more than 14 years ago. He hit the ground running by starting his own residential maintenance company. After 5 years on the maintenance side, Patrick moved to the fertilizer and chemical side of the business maintaining a customer base of 400 residential accounts. Enhancing his experience even further, he came to Yellowstone Landscape as a field technician, earned his Certified Pest Control Operators License and now develops nutritional and pest control programs and oversees scheduling and production. He has been with Yellowstone for over 7 years. 25+ Years Experience



**Mike Paradise, Irrigation Manager:** Mike began his career in the irrigation industry over 20 years ago. He started his field experience by installing commercial irrigation systems with Valleycrest. He quickly moved into a management role after several years. Mike has extensive experience with two wire systems. He currently oversees multiple technicians and all aspects of the irrigation department. His passion is teaching and educating people on proper irrigation system management. Mike joined Yellowstone Landscape over 6 years ago and enjoys getting his hands dirty. 11+ Years Experience

**MAINTENANCE CREW AND SCHEDULING**

<b>Service</b>	<b>Proposed Work Days</b>	<b>Hours Work Per Day</b>	<b>Crew Size</b>	<b>Total Hours</b>
Mowing - All Areas	Monday	10	5 Crew 1 Supervisor	60
Pond Mowing	Tuesday / Wednesday	10	5 Crew 1 Supervisor	120
Detailing - All Areas	Monday - Wednesday	10	4 Crew 1 Supervisor	150
Irrigation Technician	Monday - Thursday	10	1 Technician	40
Fert / Pest (When Sch	Monday - Thursday	10	2 Technician	80
			Project Hours	450

# Licenses & Permits





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2019

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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. P.O. Box 2412  Daytona Beach FL 32115-2415		<b>CONTACT</b> NAME: Elinn Peacock PHONE (A/C, No, Ext): (386) 944-5804 FAX (A/C, No): (386) 333-6113 E-MAIL ADDRESS: epeacock@bbdaytona.com	
<b>INSURED</b> YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 Bunnell FL 32110		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Specialty Insurance Company NAIC # 12537 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: Great American Insurance Company 16691 INSURER D: The Charter Oak Fire Insurance Company 25615 INSURER E: American Guarantee and Liability Insurance Company 26247 INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 19-20

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"/> PESTICIDE & HERBICIDE  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ATNATL1914413	04/30/2019	04/30/2020	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
	<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			TC2JCAP9D89521919	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<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			TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB2N1103271951D	04/30/2019	04/30/2020	<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
E	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	OCC & AGG 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE NOTES FOR POLICY COVERAGE FORMS FOR INFORMATION

## CERTIFICATE HOLDER

## CANCELLATION

<b>CERTIFICATE HOLDER</b> YELLOWSTONE LANDSCAPE, INC 3235 N STATE ST PO BOX 849 BUNNELL FL 32110	<b>CANCELLATION</b> 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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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED YELLOWSTONE LANDSCAPE, INC	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** : Notes

#### COMPLETE LISTING OF NAMED INSURED:

-YELLOWSTONE HOLDINGS, LLC  
 -YELLOWSTONE INTERMEDIATE HOLDINGS, INC  
 -YLG HOLDINGS, INC  
 -YELLOWSTONE LANDSCAPE, INC  
 -YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN OUTDOOR  
 -ALSW, LLC  
 -YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE  
 -TEXAS SERVICES, LLC  
 -BLSW, LLC  
 -YLCSS, LLC  
 - LEADERSCAPE PALM BEACH LLC

#### LEASED/RENTED EQUIPMENT

POLICY NUMBER: MKLM31M0051215  
 EFFECTIVE DATES: 4/30/2019-4/30/2020  
 CARRIER: MARKEL AMERICAN INSURANCE COMPANY  
 EACH ITEM: \$250,000

#### POLLUTION LIABILITY

POLICY NUMBER: G71517585001  
 EFFECTIVE DATES: 4/30/2019-4/30/2020  
 CARRIER: ILLINOIS UNION INSURANCE COMPANY  
 EACH OCCURRENCE: \$1,000,000

#### POLICY FORMS:

GENERAL LIABILITY: (COVERED STATES FL, GA, NC, SC & TX)

- 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - ONGOING OPS)
- 2) CG2037 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - COMPLETED OPS)
- 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT (ADDITIONAL INSURED - LESSOR OF EQUIPMENT)
- 4) CG2007 0413 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS, SURVEYORS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS - EMPLOYED BY OTHER)
- 5) CG2404 1093 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 6) VEN05100 0115 - PRIMARY NON-CONTRIBUTORY WORDING (PRIMARY & NON-CONTRIBUTORY)
- 6) VEN06400 0115 - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT - (BLANKET 30 DAY)

#### AUTO LIABILITY

- 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
- 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 3) ILF028 - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US - (BLANKET 30 DAY)

WORKERS COMPENSATION (COVERED STATES INCLUDE: FL, GA, NC, SC, AZ, TX, & NV)

- 1) WC000313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)
- 2) WC9906R3 - THIRD PARTY NOTICE OF CANCELLATION (BLANKET 30 DAY)

#### UMBRELLA LIABILITY

- 1) GAI6002 0697 - PROTECTOR UMBRELLA COVERAGE FORM COMMERCIAL UMBRELLA COVERAGE FORM - (ADDITIONAL INSURED, WAIVER OF SUBROGATION, COVERS OVER THE GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY)



## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Yellowstone Landscape - Southeast, LLC</b>	
2 Business name/disregarded entity name, if different from above <b>dba Yellowstone Landscape</b>	
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 type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <b>3235 N. State Street, PO Box 849</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Bunnell, FL 32110</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

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

### Part II Certification

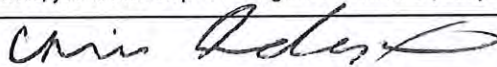
Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►



Date ►

1/14/19

## 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](http://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.



# INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

William B Simpson

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



Jim Skiera, Executive Director  
International Society of Arboriculture

Skip Kuman, Chair  
International Society of Arboriculture

SO-2546A	15 Dec 2001	31 Dec 2019
Certification Number	Certified Since	Expiration Date




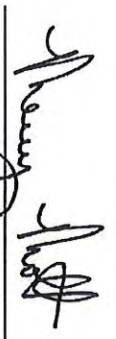
The Florida Nursery, Growers & Landscape Association  
*Confers on*

**Bill Simpson      HC0 11345**

*The Title of*  
**FNGLA Certified Horticulture Professional (FCHP)**

Expiration Date: 12/31/2020  
Certified Since: 10/23/2017

  
Robert Stroelsson, FNGLA President

  
Merry Mott, FNGLA Certification Director





GV400677-1

Certificate #  
GV400677

Trainee ID #

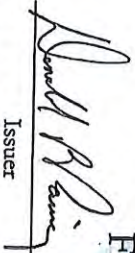
## Certificate of Training Best Management Practices Florida Green Industries

**UF IFAS**  
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

**William B. Simpson**

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



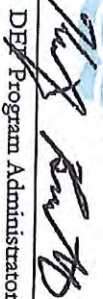
Issuer

D. Rainey

Instructor

1/3/2017

Date of Class



DFE Program Administrator

Not valid without seal



State of

Florida



Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement

## PEST CONTROL LICENSE

Number: JB247158

YELLOWSTONE LANDSCAPE INC  
6108 33RD STREET EAST, BRADENTON, FL 34203

*This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending July 31, 2017 as prescribed by Law.*

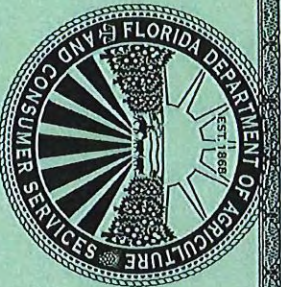
Adam H. Putnam  
Commissioner of Agriculture

*Issue Date: July 22, 2016*

FDACS 13618.06/01



State of



Florida

Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement

## PEST CONTROL LICENSE

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Adam H. Putnam  
Commissioner of Agriculture

*Issue Date: July 22, 2016*



State of



Florida

Department of Agriculture and Consumer Services  
Bureau of Licensing and Enforcement

**CERTIFIED PEST CONTROL OPERATOR**

Number: JF235009

PATRICK DAVID BARSNESS

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

*Lawn and Ornamental*

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



*In Testimony Whereof, Witness this*

*signature at Tallahassee, Florida on July 15, 2015*

*Adam H. Putnam*

Adam H. Putnam  
Commissioner of Agriculture

*Kelly Ford*  
Chief, Bureau of Licensing and Enforcement





# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570  
Tallahassee, Florida 32399-2400

**UF** UNIVERSITY of  
**FLORIDA**  
IFAS Extension

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS). A photocopy of this certificate is required with the application for the new license, so keep this document for future use.

Instructions and form: <http://www.safepesticideuse.com/aes-ent/licenseandcert.html>

For assistance contact: The Bureau of Entomology and Pest Control, (850) 921-4177

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:

[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

GI-BMP Trainee ID:	GV1707
Certification date:	1/9/2008
Test Score:	90%

Patrick D. Barsness  
Cornerstone Solutions  
14620 Bellamy Brothers Blvd  
Dade City, FL 33525

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Patrick D. Barsness**

GV1707-1 GV1707

Certificate # Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM



GV1707-1

Certificate #

GV1707

Trainee ID #

## Certificate of Training Best Management Practices Florida Green Industries

**UF** UNIVERSITY of  
**FLORIDA**  
IFAS Extension

The undersigned hereby acknowledges that

**Patrick D. Barsness**

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

Issuer

L. Trenholm

Instructor

1/9/2008

Date of Class

DEP Program Administrator

Not valid without seal



Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office

Commercial Applicator License

License # CM24651

SIMPSON, WILLIAM B

6842 67TH STREET CIRCLE E

PALMETTO, FL 34221

Categories

3

Issued: November 13, 2017

Expires: December 31, 2021

William B. Simpson  
Signature of Licensee

Adam H. Putnam

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

WILLIAM B SIMPSON  
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF255532

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING February 14, 2021



Signature

*W.B. Simpson*

COMMISSIONER

# Certificate of Completion

**Thomas J. DeRuiter**

Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced Course.

02/28/2023

140

Messler R. Gilchrist

48281

Date Expires

FDOT Provider #

Instructor

Certificate #



Metro Florida Safety Council  
Tri-County  
Dade, Broward, Palm Beach,  
metrofloridasafetycouncil.com  
milyons@metrofloridasafetycouncil.com



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

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



# Yellowstone Landscape CDD Account List 2019

Name of Account	Length of Contract	Active
West Villages Improvement District	October 2016 - Current	Yes
Bullfrog Creek CDD	April 2018 - Current	Yes
Forest Creek CDD	April 2015 - Current	Yes
RiverBend West CDD	June 2016 - Current	Yes
Villages at Glen Creek CDD	June 2018 - Current	Yes
Sarasota County Zones 1 & 4	October 2016 - May 2019	No



# Harrison Ranch

Parrish, FL

Conceptual Rendering-Plants Depicted At Mature Stage



Existing

## Landscape Design Suggestions

Podocarpus 'Pringles'  
Arboricola 'Trinette'  
Arizona Cypress  
Annuals



Potential

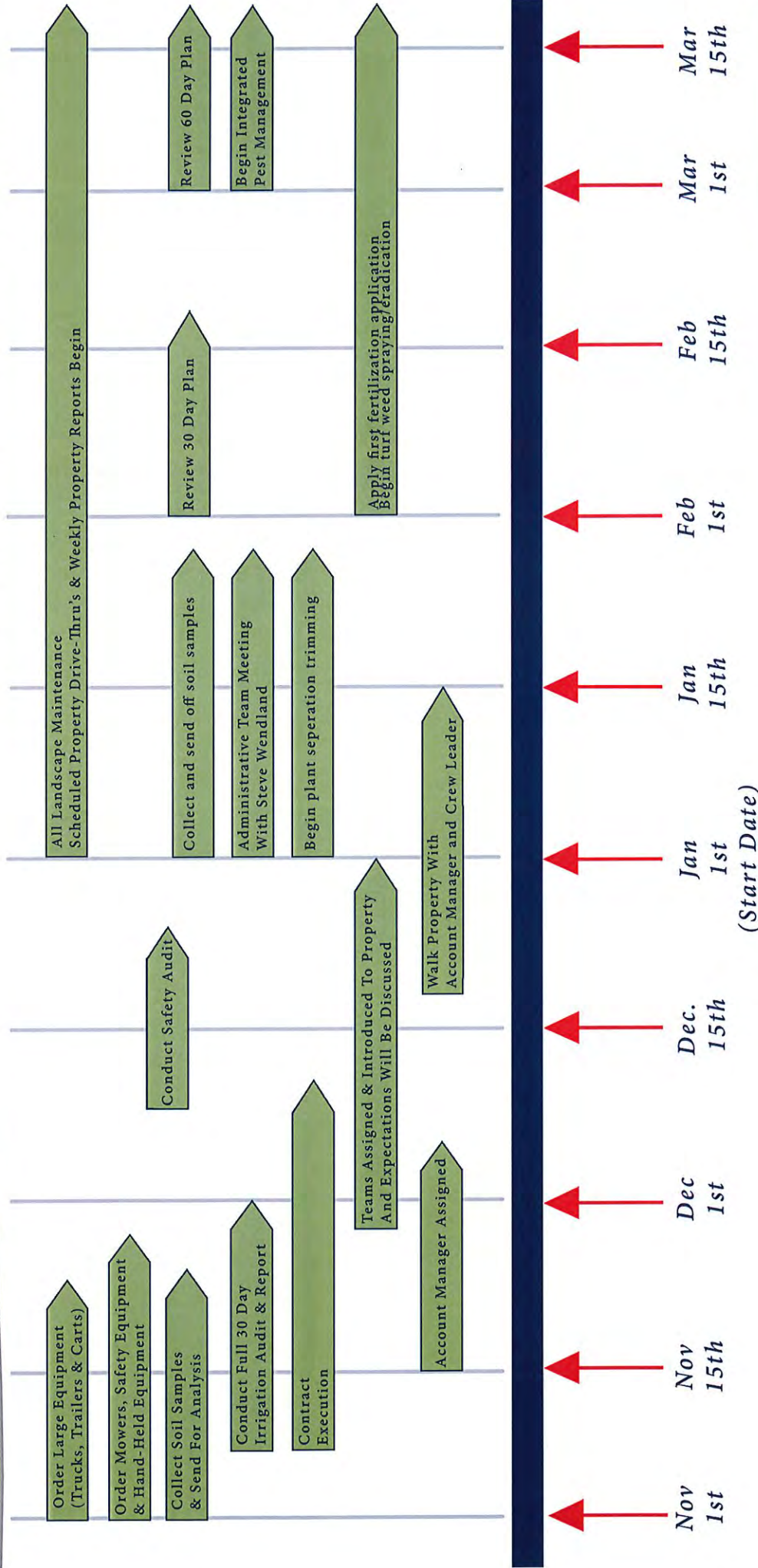


# Harrison Ranch

Parrish, FL

## Start-Up / Transition Plan

\*\* Dates are approximate and dependant on the agreed upon start date.



AIA Document A310  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

as Principal, hereinafter called the Principal ASPEN AMERICAN INSURANCE COMPANY

a corporation duly organized under the laws of the State of TEXAS Surety, hereinafter called the Surety, are held and firmly bound unto

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

as Obligee, hereinafter called the Obligee, in the sum of TEN THOUSAND AND 00/100-----  
-----Dollars (---\$10,000.00---)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

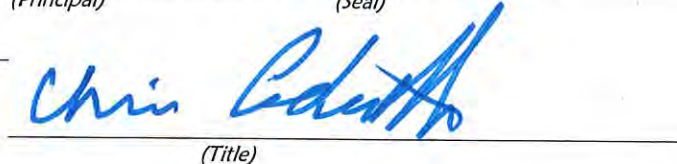
WHEREAS, the Principal has submitted a bid for: LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14TH day of OCTOBER, 2019.

  
(Witness)

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC  
(Principal) (Seal)

  
(Title)

ASPEN AMERICAN INSURANCE COMPANY  
(Surety) (Seal)

  
(Witness)

  
STEPHEN P. FARMER: ATTORNEY-IN-FACT





Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Duroske, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23<sup>rd</sup> day of May, 2017.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Keith Flannery, Vice President

On this 23<sup>rd</sup> day of May, 2017 before me personally came Keith Flannery to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
Robin S. Kanaskie  
West Whiteland Twp, Chester County  
My Commission Expires 12/07/2020

Notary Public

My commission expires: December 7, 2020

### CERTIFICATE

I, the undersigned, Keith Flannery of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 14<sup>th</sup> day of October, 2019

By:

Name: Keith Flannery, Vice President



Tab 2

# BRADENTON HERALD

---

Bradenton.com

## Order Confirmation

**Customer**

HARRISON RANCH CDD

**Customer Account**

662939

**Customer Address**

9428 CAMDEN FIELD PARKWAY  
RIVERVIEW FL 33578 USA

**Customer Phone**

813-933-5571

**Customer Fax****Sales Rep**

ctrnick@mcclatchy.com

**Payor Customer**

HARRISON RANCH CDD

**Payor Account**

662939

**Payor Address**

9428 CAMDEN FIELD PARKWAY  
RIVERVIEW FL 33578 USA

**Payor Phone**

813-933-5571

**Customer EMail**

CDDinvoice@rizzetta.com

**Order Taker**

ctrnick@mcclatchy.com

**PO Number**

HARRISON RANCH COMMUNITY

**Payment Method**

Invoice

**Blind Box****Tear Sheets**

0

**Proofs**

0

**Affidavits**

1

**Net Amount**

\$279.63

**Tax Amount**

\$0.00

**Total Amount**

\$279.63

**Payment Amount**

\$0.00

**Amount Due**

\$279.63

**Ad Order Number**

0004384302

**Order Source****Ordered By**

Bridget Murphy

**Special Pricing****Invoice Text**

HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT

**Promo Type****Package Buy****Materials**



**Ad Order Information**

<b><u>Ad Number</u></b>	<b><u>Ad Type</u></b>	<b><u>Production Method</u></b>	<b><u>Production Notes</u></b>
0004384302-01	BRD-Legal Liner	AdBooker	

<b><u>External Ad Number</u></b>	<b><u>Ad Attributes</u></b>	<b><u>Ad Released</u></b>	<b><u>Pick Up</u></b>
		No	

<b><u>Ad Size</u></b>	<b><u>Color</u></b>
1 X 239 li	

<b><u>Product</u></b>	<b><u>Placement</u></b>	<b><u>Times Run</u></b>	<b><u>Schedule Cost</u></b>
BRD- Bradenton Herald	0300 - Legals Classified	1	\$279.63

<b><u>Run Schedule Invoice Text</u></b>	<b><u>Position</u></b>
REQUEST FOR PROPOSALS LANDSCAPE AND I	0301 - Legals & Public Notices

<b><u>Run Dates</u></b>
09/20/2019

**REQUEST FOR PROPOSALS  
LANDSCAPE AND IRRIGATION  
MAINTENANCE SERVICES  
HARRISON RANCH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Manatee County, Florida  
Notice is hereby given that the Harrison Ranch Community Development District ("District") will accept proposals from qualified firms ("Proposers") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available beginning **September 23, 2019 at 12:00 p.m.** through **Friday, September 27, 2019, 5:00 p.m.** The Project Manual may be purchased from the offices of Rizzetta & Co., Inc. located at 12750 Citrus Park Lane, Ste. 115, Tampa, FL 33625. Cost of the Project Manual is \$100. Checks should be made payable to Rizzetta & Co., Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

The mandatory pre-proposal meeting will be held on **September 26, 2019, at 10:00 a.m. (EST)**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. All Proposers are required to purchase the Project Manual. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit proposals no later than **October 18, 2019 at 10:00 a.m. (EST)** at Rizzetta & Company, Inc., 12750 Citrus Park Lane, Ste. 115, Tampa, Florida 33625, Attention: John Toborg and Justin Croom. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of ten-thousand dollars (\$10,000.00) with its proposal. 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 received after the time and date stipulated above may be returned unopened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not

limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within seventy-two (72) hours after the day of the pre-proposal meeting. 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 with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager at 9428 Camden Field Parkway, Riverview, Florida 33578.

The Board will evaluate the proposals at a public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed **in writing by e-mail only** to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com) with a copy to Justin Croom at [jcroom@rizzetta.com](mailto:jcroom@rizzetta.com) and Lauren Gentry at [laureng@hgslaw.com](mailto:laureng@hgslaw.com) no later than **Wednesday, October 2, 2019, 4:00 p.m.**

**NOTICE OF SPECIAL MEETINGS**  
Unless certain circumstances exist where a public opening is unwarranted, all proposals will be publicly opened at a special meeting of the District to be held at **10:00 a.m. (EST), October 18, 2019**, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. The Board will evaluate the proposals at a special public meeting on **October 28, 2019, at 6:30 p.m.**, at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, FL 34219. A copy of the agenda for either meeting can be obtained from the District Office at 12750 Citrus Park Lane, Suite 115, Tam-

125 Park Lane, Suite 110, Tampa, Florida 33625 or by phone at 813-933-5571.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above locations will be present a speaker telephone so that any Board Supervisor or staff member can attend the meetings and be fully informed of the discussions taking place either in person or by telephone communication. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations to participate in the meetings is asked to advise the District Office at (813) 933-5571, at least 48 hours before either 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 Office.

Harrison Ranch Community  
Development District  
Justin Croom, District Manager  
Run Date: 09-20-2019