

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



AGENDA

DECEMBER 8, 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

December 1, 2021

Board of Supervisors

LT Ranch Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the LT Ranch Community Development District will be held on **Wednesday, December 8, 2021, at 11:00 A.M.** at the offices of **Taylor Morrison 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.**

WebEx link and telephone number to join/watch the meeting:

<https://districts.webex.com/districts/onstage/g.php?MTID=e51b88312fc440c49011574d7bf63bb73>

Access Code: **2338 816 1085**, Event password: **Jpward**

Phone: **408-418-9388** and enter the access code **2338 816 1085** to join the meeting.

Agenda

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. September 8, 2021 – Regular Meeting Minutes.
3. Consideration of **Resolution 2022-1**, a resolution of the Board of Supervisor's approving a Landscape Maintenance and Installation Agreement between the State of Florida Department of Transportation and the LT Ranch Community Development District.
4. Consideration of award of bid for landscaping and irrigation maintenance of District assets.
5. Consideration of Termination of Agreement between the LT Ranch Community Development District and Skye Ranch Master Association, Inc.
6. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.
 - III. District Asset Manager.
 - a) Report October 1, 2021.
 - b) Report November 1, 2021.
 - c) Report December 1, 2021.

IV. District Manager.

- a) State Law Requirements for new Stormwater Reporting.
- b) Financial Statement for period ending August 31, 2021 (unaudited).
- c) Financial Statement for period ending September 30, 2021 (unaudited).
- d) Financial Statement for period ending October 31, 2021 (unaudited).

7. Supervisor's Requests and Audience Comments.

8. Adjournment.

The first order of business is the Call to Order and Roll Call.

The second order of business is the consideration of the Minutes from the September 8, 2021, Regular Meetings.

The third order of business is the consideration of **Resolution 2022-1**, a resolution of the Board approving a Landscape Maintenance and Installation agreement between the State of Florida Department of Transportation and the LT Ranch Community Development District. This agreement between Florida Department of Transportation and the District, allows the District to install landscaping and irrigation improvements within a roadway area under the Florida Department of Transportation's jurisdiction.

The fourth order of business is the consideration of award of bid for landscaping and irrigation services for the District. The landscaping and irrigation services include mowing, edging and trimming, tree and shrub care, weeds and grasses, clean-up and replacement of plant material, fertilization, pest control, irrigation system monitoring and maintenance, installation of mulch, and annuals installation. The landscaping map is included showing the areas to be serviced.

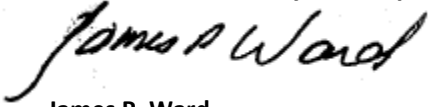
The professional staff will provide their recommendations of the submitted proposals during the meeting.

The fifth order of business is the consideration of the termination letter between the Sky Ranch Master Association, Inc. ("HOA") and the District, which terminates the "Maintenance Services Agreement" between the HOA and District, dated June 2, 2021. The Maintenance Services Agreement retained the HOA to perform the landscaping and irrigation services listed in the Request for Proposals through September 30, 2022. With a newly selected landscaping awardee undertaking the landscaping and irrigation services from January 1, 2021, onward, the Maintenance Services Agreement is required to be terminated.

The remainder of the agenda is standard in nature, and I look forward to seeing you at the meeting. If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

Sincerely,

LT Ranch Community Development District



James P. Ward
District Manager

The Fiscal Year 2022 schedule is as follows:

December 8, 2021	January 14, 2022	February 9, 2022	March 9, 2022
April 13, 2022	May 11, 2022	June 8, 2022	July 13, 2022
August 10, 2022	September 14, 2022		

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**MINUTES OF MEETING
LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

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The Regular Meeting of the Board of Supervisors of the LT Ranch Community Development District was held on Wednesday, September 8, 2021, at 11:00 a.m. at the offices of Taylor Morrison 551 Cattlemen Road, Suite 200, Sarasota Florida 34232.

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Present and constituting a quorum:

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John Wollard	Chairperson
Scott Turner	Assistant Secretary
Christy Zelaya	Assistant Secretary
Jim Turner	Assistant Secretary

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Absent:

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Karen Goldstein	Assistant Secretary
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Also present were:

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James P. Ward	District Manager
Wes Haber	District Attorney
Ron Schwied	District Engineer

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Audience:

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All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

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PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE TRANSCRIBED IN *ITALICS*.

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FIRST ORDER OF BUSINESS

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Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 11:08 a.m. He conducted roll call; all Members of the Board were present, with the exception of Karen Goldstein, constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

I. June 2, 2021 – Regular Meeting Minutes

II. June 9, 2021 – Regular Meeting Minutes

Mr. Ward asked if there were any additions, deletions, or corrections for the Minutes. Hearing none, he called for a motion to approve the Minutes.

49 On MOTION made by Mr. John Wollard, seconded by Ms. Christy
50 Zelaya, and with all in favor, the June 2, 2021 Regular Meeting
51 Minutes and the June 9, 2021 Regular Meeting Minutes were
52 approved.

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55 **THIRD ORDER OF BUSINESS** **Consideration of Resolution 2021-9**

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57 **Consideration of Resolution 2021-9, a Resolution of the Board of Supervisors of the LT Ranch**
58 **Community Development District approving, in substantial form, the Plat for Skye Ranch**
59 **Neighborhood Two and authorizing the Chairperson to execute the Plat**

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61 *Mr. Ward: Basically, what this does is the District joins the plat for purposes of any property interests*
62 *that we may have on the plat itself, but it does not approve the plat in terms of its land use*
63 *characteristics that are contained therein. It is in a form approved by Hopping Green and Sams. He*
64 *asked if there were any questions; hearing none, he called for a motion.*
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66 On MOTION made by Mr. John Wollard, seconded by Ms. Christy
67 Zelaya, and with all in favor, Resolution 2021-9 was adopted, and the
68 Chairperson was authorized to sign.

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71 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2021-10**

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73 **Consideration of Resolution 2021-10, a Resolution appointing the firm of KE Law PLLC, as District**
74 **Counsel**

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76 *Mr. Ward: Resolution 2021-10 appoints the law firm of KE Law PLLC as the new District Attorney. Mr.*
77 *Jere Earlywine is representing the firm. I know he is on the phone with us today. I transmitted a copy of*
78 *the form of Agreement to you, including the fee structure. It is consistent with the fees that we currently*
79 *pay for these types of services. He asked if there were any questions; hearing none, he called for a*
80 *motion.*
81

82 On MOTION made by Mr. Jim Turner, seconded by Mr. John Wollard,
83 and with all in favor, Resolution 2021-10 was adopted, and the
84 Chairperson was authorized to sign.

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87 **FIFTH ORDER OF BUSINESS** **Staff Reports**

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89 **a) District Attorney**

90 No report.

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93 **b) District Engineer**

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95 **I. Report July 1, 2021**

- 96 **II. Report August 1, 2021**
- 97 **III. Report September 1, 2021**

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99 No report.

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101 **c) District Manager**

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- 103 **I. Financial Statements for period ending June 30, 2021 (unaudited)**
- 104 **II. Financial Statements for period ending July 31, 2021 (unaudited)**

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106 No report.

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109 **SIXTH ORDER OF BUSINESS** **Supervisor’s Requests and Audience Comments**

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111 There were no Supervisor’s requests or audience comments.

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114 **SEVENTH ORDER OF BUSINESS** **Adjournment**

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116 Mr. Ward adjourned the meeting at approximately 11:13 a.m.

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118 **On MOTION made by Mr. John Wollard, seconded by Mr. Scott Turner,**
119 **and with all in favor, the meeting was adjourned.**

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122 **ATTEST:** **LT Ranch Community Development District**

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125 _____
126 **James P. Ward, Secretary**

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125 _____
126 **John Wollard, Chairperson**

RESOLUTION 2022-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A LANDSCAPE MAINTENANCE AND INSTALLATION AGREEMENT; AUTHORIZING THE CHAIRPERSON TO EXECUTE THE AGREEMENT; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the LT Ranch Community Development District ("**District**") is a local unit of special-purpose government creating and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Sarasota County, Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Board has reviewed, considered and desires to approve the form of the *Landscape Maintenance and Installation Agreement Between The State of Florida Department of Transportation and The LT Ranch Community Development District* ("**Agreement**"), attached hereto as **Exhibit A**, between the District and the Florida Department of Transportation ("**FDOT**"); and

WHEREAS, the District desires to authorize the Chairperson, in connection with the recommendation of District Staff, to negotiate, finalize, and execute the Agreement on the District's behalf.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT:

1. FINDINGS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. APPROVAL OF AGREEMENT. All actions taken by the District Chairman and District Staff with regards to the review and execution of the Agreement, attached hereto as **Exhibit A**, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board.

3. EXECUTION OF THE AGREEMENT. The Chairperson is authorized to execute the Agreement at a time to be determined by the Chairperson, in consultation with District Staff.

4. ADDITIONAL AUTHORIZATION. The Board hereby authorizes the Chairperson, in consultation with District Staff, to make further revision to the Agreement. The Vice Chair shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

5. CONFLICTS. If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.

6. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

7. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 8th day of December 2021.

WITNESS:

**LT RANCH COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

John Wollard, Chairperson

Exhibit A:
Landscape Maintenance and Installation Agreement

Exhibit A:
Landscape Maintenance and Installation Agreement

**LANDSCAPE MAINTENANCE AND INSTALLATION
AGREEMENT BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT**

THIS Agreement made and entered into this ___ day of _____, 202_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter, "DEPARTMENT") and, the LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Fla. Stat. (hereinafter, "AGENCY") for the AGENCY to maintain, at the AGENCY'S expense, landscaping within the area specified below.

W I T N E S S E T H

1. WHEREAS, the DEPARTMENT has jurisdiction over and maintains SR 72 as part of the State Highway System; and
2. WHEREAS, the AGENCY, with the permission of the DEPARTMENT, seeks to install specialized landscape and irrigation improvements within the right-of-way of SR 72 pursuant to Permit Number 2018-A-194-048 (hereinafter, "PROJECT") and the AGENCY has agreed, at its expense, to maintain the landscaping and irrigation within the Right of Way upon completion of the PROJECT.
3. WHEREAS, the AGENCY, by Resolution No. _____, dated _____, **202_** and attached hereto as **Exhibit A**, attached hereto and incorporated into this Agreement, accepted this obligation and authorized its Chairman or Designee to execute this Agreement on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The AGENCY hereby assures the DEPARTMENT, that prior to submitting this Agreement, it has:
 - a) Ascertained the location of all existing utilities, both aerial and underground. A letter of notification and plan of the landscape development improvements was mailed on N/A, to the following utilities/municipalities:

Utilities have been addressed in the roadway design plans.
 - b) Complied with all permit requirements from the appropriate agencies (county, municipality, etc.) in connection with the activities described hereunder. Outdoor advertising is specifically excluded from this Agreement in accordance with Fla. Stat. §479.11.

2. The AGENCY agrees to maintain the landscape and irrigation improvements in accordance with the **Technical Maintenance Plan** included as **Exhibit B** attached hereto and by this reference made a part hereof. The AGENCY agrees, at the AGENCY'S expense, to maintain all landscaping and irrigation and mowing of the grass within the Right-of-Way irrigation pursuant to the **Landscape Plan(s)** included as **Exhibit C**, attached hereto and incorporated into this Agreement, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time the AGENCY shall maintain all landscape and irrigation areas within the right of way from MP 7.965 +/- to MP 7.980 +/- along State Road 72 (RDWY ID 17070000) so that the landscaping areas meet or exceed minimum Maintenance Rating Performance Standards (MRP) as defined by the DEPARTMENT.
3. The landscaping duties to be performed by the AGENCY shall be subject to periodic inspections by the DEPARTMENT. The AGENCY shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
4. All landscape and irrigation installation and maintenance activities undertaken by AGENCY shall be pursuant to the Work Zone Traffic Control Plan(s) using the FDOT Standard Plans Index 102, and incorporated into this Agreement, and Rule 14-40.003, Florida Administrative Code.
5. The AGENCY may utilize its employees or third parties to accomplish its obligations under this Agreement. However, the AGENCY remains responsible for proper performance under this Agreement and shall take all steps necessary to ensure that its employees or third parties perform as required under this Agreement.
6. It is understood between the parties hereto that the landscaping and irrigation covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order to widen, alter or otherwise change the state road to meet with future criteria or planning of the DEPARTMENT. The AGENCY shall be given sixty (60) calendar days' notice to remove said landscaping and irrigation which time the DEPARTMENT may remove the same.
7. Designated personnel as directed by the District Secretary, or his designee may inspect and evaluate this PROJECT. If at any time after the AGENCY has assumed landscaping and irrigation maintenance responsibility it shall come to the attention of the DEPARTMENT that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary or his designee may issue a written notice to the AGENCY that a deficiency or deficiencies exist(s). Upon receipt of the notice, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - a) The DEPARTMENT may take action to maintain the landscaping and irrigation or a part thereof, with DEPARTMENT or its Contractor's personnel and invoice the AGENCY for expenses incurred and the AGENCY shall promptly reimburse the DEPARTMENT for the costs, or
 - b) The DEPARTMENT may terminate the Agreement, in which case the AGENCY shall at its own expense and within sixty (60) days after written notice by the DEPARTMENT, remove all of the landscaping and irrigation that the DEPARTMENT directs be removed and return the right-of-way to its original condition.

8. This Agreement shall take effect upon execution by both parties.
9. This Agreement shall remain in effect until such time the AGENCY or DEPARTMENT wishes to terminate this Agreement. Termination shall be done in writing giving the other party thirty (30) days' notice. Upon notice of termination by either party, all landscape and irrigation improvements shall be removed by the AGENCY and the DEPARTMENT'S right-of-way returned to its original condition. If, after thirty (30) days, the landscape and irrigation improvements have not been removed, the DEPARTMENT may, at its option, proceed as follows:
 - a) Maintain the landscape and irrigation improvements within the limits of said project with DEPARTMENT'S contractor or personnel and the AGENCY shall promptly reimburse the DEPARTMENT upon receipt of an invoice for the reasonable values of such work; or
 - b) Remove all landscape and irrigation improvements; return the right-of-way to its original condition with the DEPARTMENT'S contractor or personnel and the AGENCY shall promptly reimburse the DEPARTMENT upon receipt of an invoice for the reasonable values of such work.
10. The AGENCY shall keep in force during the period of this Agreement public liability insurance, property damage insurance and worker's compensation insurance through an insurance policy(ies) or the AGENCY'S self insurance program.
11. When the DEPARTMENT receives a notice of claim for damages that may have been caused by the AGENCY in the performance of services pursuant to this Agreement, the DEPARTMENT will immediately forward the claim to AGENCY, and the DEPARTMENT will evaluate the claim and report their findings to each other within seven working days and will jointly discuss options in defending the claim. After reviewing the claim, the DEPARTMENT will determine whether to require the participation of the AGENCY in the defense of the claim or to require that the AGENCY defend the DEPARTMENT in such claim pursuant to this section. The DEPARTMENT'S failure to notify the AGENCY of a claim shall not release the AGENCY from any of the requirements of this section. The DEPARTMENT and the AGENCY will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.
12. To the extent permitted by law, AGENCY shall indemnify, defend and hold harmless DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of AGENCY, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by AGENCY hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by AGENCY to indemnify DEPARTMENT for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by AGENCY to be sued by third parties in any manner arising out of this agreement. The AGENCY shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold

DEPARTMENT harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the AGENCY shall survive termination of this agreement.

13. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
14. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
16. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:
Mr. Darryl Richard
District Landscape Architect
801 North Broadway (MS 1-28)
Bartow, FL 33830-1249

STATE OF FLORIDA AUDITOR GENERAL:
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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IN WITNESS WHEREOF, LT RANCH COMMUNITY DEVELOPMENT DISTRICT has caused this Agreement to be executed in its behalf, by the Chairman or its designee, as authorized by Resolution No. _____ and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee. This Agreement shall become effective on:

Department to enter date.

LT COMMUNITY DEVELOPMENT DISTRICT

WITNESSES

Name: _____

CHAIRMAN

Name: _____

John Wollard _____ **DATE**

LEGAL REVIEW:

BY:

Jere L. Earlywine _____ **DATE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY (Seal)

BY:

DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

PRINT NAME _____ DATE

PRINT NAME _____ DATE

REVIEW & APPROVAL

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY

DISTRICT LANDSCAPE ARCHITECT _____ **DATE**

BY:

_____ **DATE**

EXHIBIT B

LANDSCAPE TECHNICAL MAINTENANCE PLAN	
THE ACTIVITIES AND FREQUENCIES SHOWN REPRESENT THE MINIMUM REQUIREMENTS.	
MOWING:	MOW WITHIN THE ENTIRE PROJECT LIMITS FROM RIGHT-OF-WAY TO RIGHT-OF-WAY. MOWING FREQUENCY WILL BE BASED ON MAINTAINING THE TURF AND VEGETATION HEIGHT BETWEEN <u> 4 </u> INCHES AND <u> 9 </u> INCHES.
WATERING:	WATER PLANT MATERIAL TO MAINTAIN HEALTH AND VIGOR.
LITTER REMOVAL:	PERFORM LITTER REMOVAL WITHIN THE ENTIRE PROJECT LIMITS FROM RIGHT-OF-WAY TO RIGHT-OF-WAY PRIOR TO AND IN CONJUNCTION WITH THE MOWING.
EDGING:	EDGE EACH MOWING CYCLE. MECHANICAL EDGING SHALL BE USED FOR TURF ADJACENT TO PAVEMENT. CHEMICAL HERBICIDE EDGING CAN BE USED ON TREE RINGS AND PLANTING BEDS.
WEEDING:	MAINTAIN TREE RINGS AND BEDS 90% WEED FREE AT ALL TIMES. ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS, AND VINES.
CHEMICAL APPLICATIONS:	INSPECT ALL PALMS AND TREES FOR PEST INFESTATION AND DISEASE ON A MONTHLY BASIS, CHECKING FOR THE PRESENCE FOR INSECTS, GRUBS, MITES, FUNGUS, MOLD, ETC. APPLY FUNGICIDE AND PESTICIDES PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES AS REQUIRED.
WATER SAUCERS, STAKES AND GUYS:	CONTINUOUSLY MONITOR AND REPAIR WATER SAUCERS. MAINTAIN TREES AND PALMS UPRIGHT, WITH STAKES/GUYS. INSPECT AND ADJUST STAKES AND GUYS TO ENSURE STABILITY AND PLUMB CONDITION OF TREES AND PALMS.
FERTILIZATION OF TREES, PALMS AND OTHER PLANTS AND VEGETATION	FERTILIZE TREES AND PALMS AS NEEDED TO PREVENT NUTRITIONAL DEFICIENCIES, TO PROMOTE GROWTH , AND MAINTAIN A HEATHY APPEARANCE. FERTILIZER SHOULD CONTAIN MACRONUTRIENTS AND MICRONUTRIENTS IN A CONTROLLED RELEASED FORM APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES.
MULCH:	MAINTAIN A MINIMUM OF THREE (3) INCHES DEPTH OF MULCH MATERIAL FOR ALL PLANT AREAS AS SHOW IN THE PLANS. MULCH THREE (3) FEET AROUND THE TRUNK OF ALL TREES AND PALMS. INSPECT SLOPES AFTER MAJOR RAIN EVENTS AND CORRECT MULCH DEFICIENCIES.
PRUNING:	PRUNE AS REQUIRED TO MAINTAIN HORIZONTAL CLEARANCE (FDOT SPECIFICATION 700), AND TO MAINTAIN STRUCTURAL INTEGRITY. MAINTAIN CLEARANCE SO THERE IS NO ENCROACHMENT OF TREES, PALMS. TREE LIMBS, PALM FRONDS OR VEGETATION IN OR OVER THE TRAVEL WAY, GUARDRAIL OR CLEAR ZONE, LOWER THAN 14.5 FEET OR LOWER THAN 10 FEET OVER SIDEWALKS, BIKE, OR MULTIUSE PATHS. NO VEGETATION SHALL VIOLATE THE CLEARANCE REQUIREMENT. TREES: REMOVE ALL SUCKERS, DEAD, DISEASED OR BROKEN BRANCHES. PALMS: PRUNE AS REQUIRED TO REMOVE BROKEN OR DEAD FRONDS AND ALL FLOWER/SEED STALKS. FLOWER/SEED STALKS SHALL BE REMOVED PRIOR TO DROPPING OF SEEDS, NUTS, OR PRODUCTION OF FRUIT. ALL LANDSCAPE MATERIAL SHALL BE INSTALLED AND MAINTAINED IN A MANNER WHEREBY TRAFFIC CONTROL SIGNAGE, CAMERAS AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS AT ALL TIMES.
TURF:	MAINTAIN TURF AREAS TO THE CURRENT EDITION OF THE MAINTENANCE RATING PROGRAM (MRP). REPAIR ALL AREAS DAMAGED BY EROSION. ENSURE THE PROJECT MEETS FDOT MRP TURF STANDARDS AT ALL TIMES.

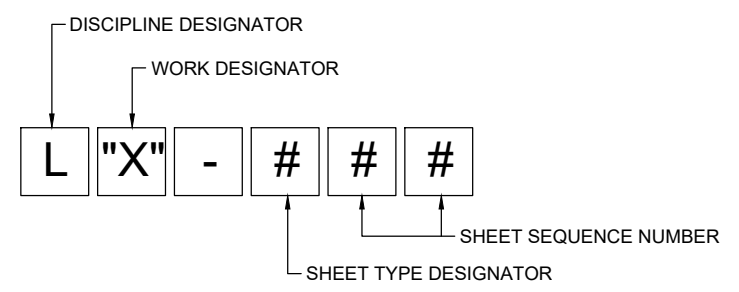
PLAN SET FORMAT DESCRIPTION:

THE CONSTRUCTION DATA INCLUDED IN THIS PLAN SET CONFORMS TO THE UNITED STATES NATIONAL CAD STANDARD (NCS) - "MODIFIED FORMAT". PLEASE REFERENCE THIS SHEET(000) AS A DETAILED LEGEND OF INCLUDED PLAN REFERENCES, LABELS, CALL-OUTS, NOTES, ETC. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT WITH ANY CONFLICTS IN COMPREHENSION OF PLAN SET FOR RESOLUTION.

THIS PLAN SET IS ORGANIZED BY STARTING WITH AN OVERVIEW, OR 'BIG PICTURE', OF CONSTRUCTION DATA INCLUDED IN THE DOCUMENT, AND PROCEEDS TO INTRODUCE FURTHER DETAIL THROUGHOUT THE PLAN SET.

CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS AND SITE CONDITIONS IMMEDIATELY. ALL SUBCONTRACTORS SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY DISCREPANCIES AND DIFFICULTIES. ALL CONSTRUCTION SHALL BE CONSIDERED "TURN-KEY" UNLESS OTHERWISE NOTED - GENERAL/SITE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBCONTRACTOR WORK.

PLAN SHEETS:



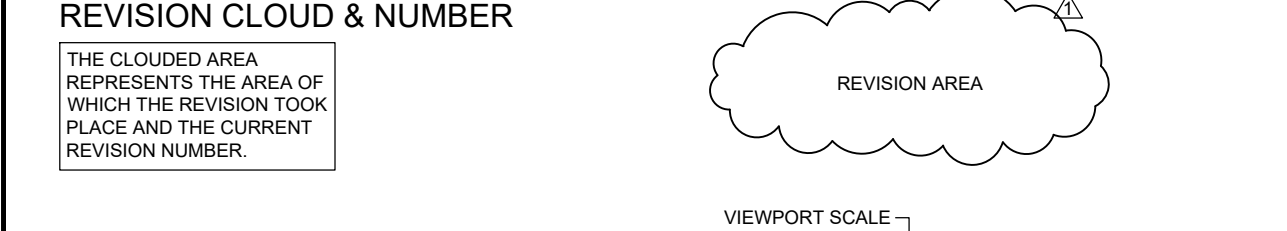
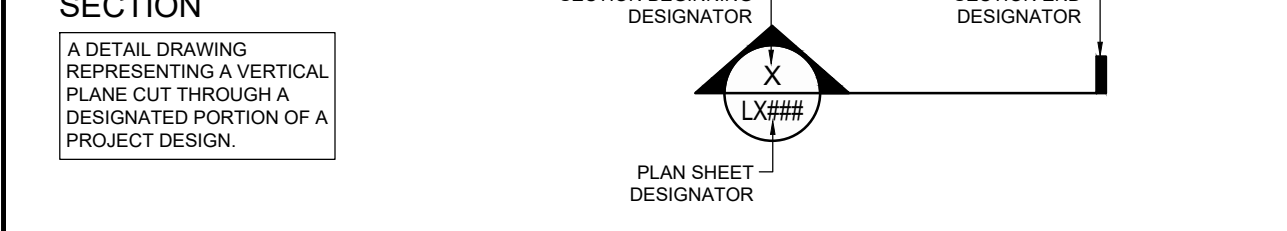
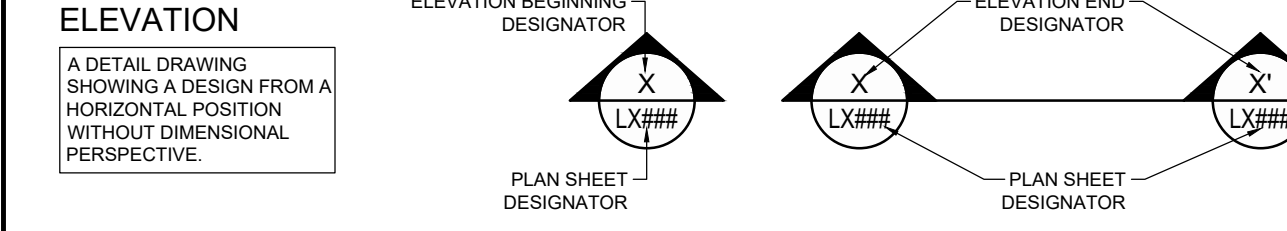
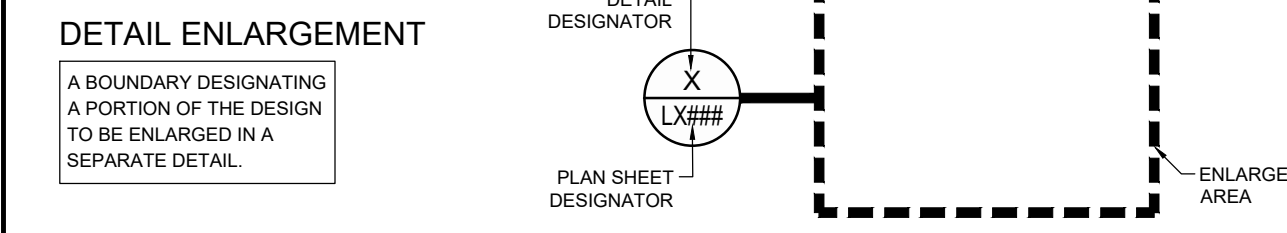
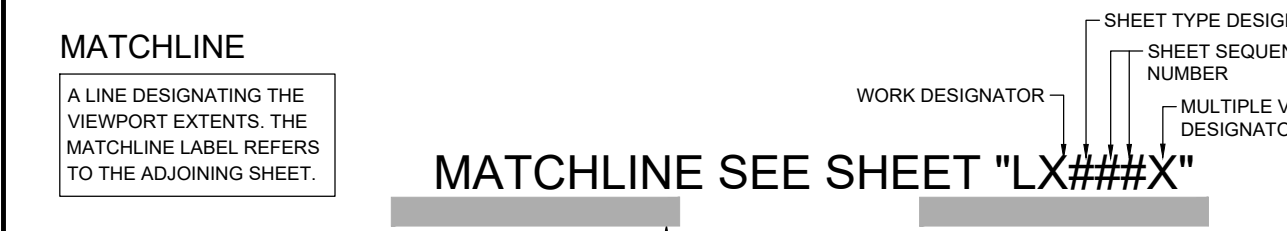
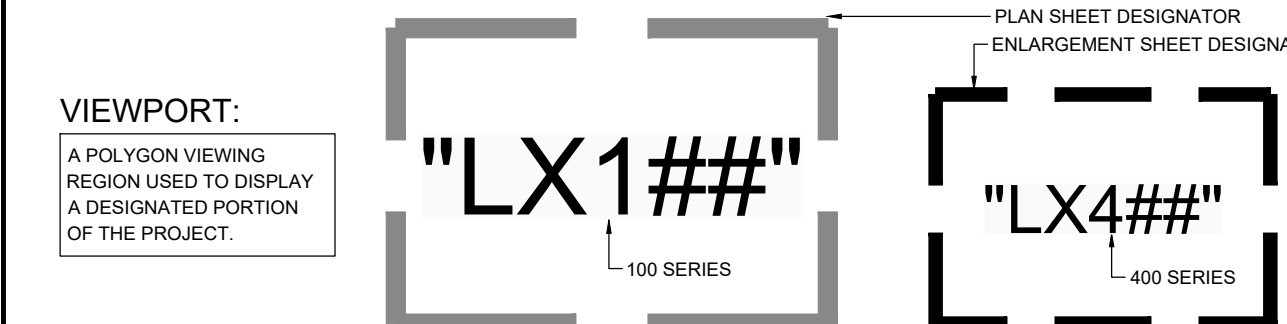
'WORK' DESIGNATOR CODE:

D	- DEMOLITION
R	- RELOCATION
S	- SITE
G	- GRADING
P	- PLANTING
I	- IRRIGATION
L	- LIGHTING
F	- FINISHES / FURNISHINGS

'SHEET TYPE' DESIGNATOR CODE:

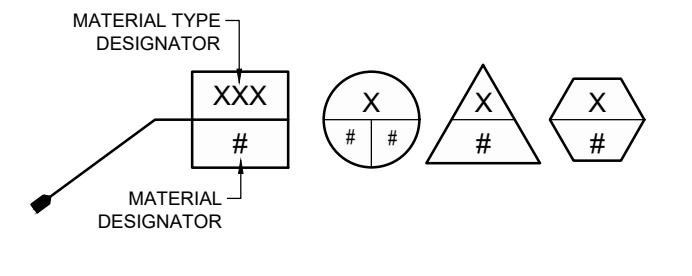
000	- GENERAL
100	- SITE PLANS
200	- ELEVATIONS
300	- SECTIONS
400	- PLAN ENLARGEMENTS
500	- DETAILS
600	- SCHEDULES / MATERIALS
700	- USER DEFINED
800	- USER DEFINED
900	- 3D REPRESENTATIONS

PLAN REFERENCES:



MATERIAL CALL-OUTS:

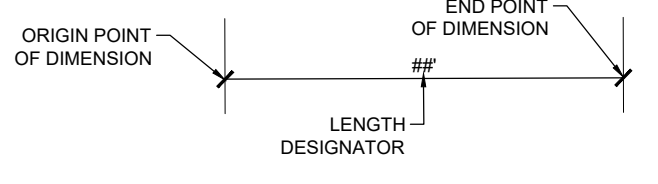
A LABEL DESIGNATING A MATERIAL, FINISH AND/OR FURNISHING TYPE SPECIFIED IN FULL DETAIL ON THE 600 SERIES SHEET.



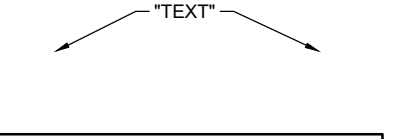
'MATERIAL TYPE' ABBR. CODE:

CONC	- CONCRETE
DOG	- DOG PARK
FINISH	- FINISHES
FXIT	- FIXTURES
FENCE	- FENCES
FONT	- SIGNAGE LETTERING
FURN	- FURNISHINGS
PLAY	- PLAYGROUND EQUIPMENT
PAVE	- PAVING
STONE	- STONE
TILE	- TILE
TRIM	- TRIM
WALL	- WALLS

DIMENSION:



LEADER LABEL:



NOTE CALL-OUT:

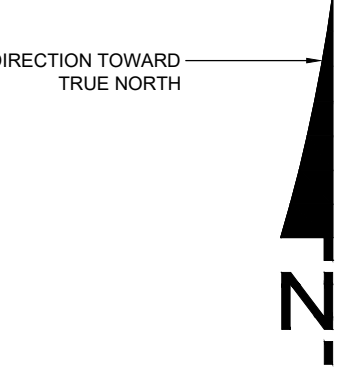
A BOXED AREA CONTAINING A PROJECT SPECIFIC NOTE.

SITE TABLE/CALCULATIONS CALL-OUT:

A BOXED AREA CONTAINING PROJECT SPECIFIC TABLES, NOTES AND/OR CALCULATIONS PER CODE REQUIREMENTS.

TITLE / HEADING TEXT		
	Required	Provided
Calculation/Note text	#	#
Calculation/Note text	#	#
NOTES:		

NORTH ARROW:



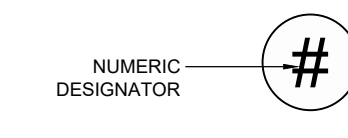
PROJECT PHASE LINE:

A LINE REPRESENTING THE START/END OF A PROJECT PHASE.



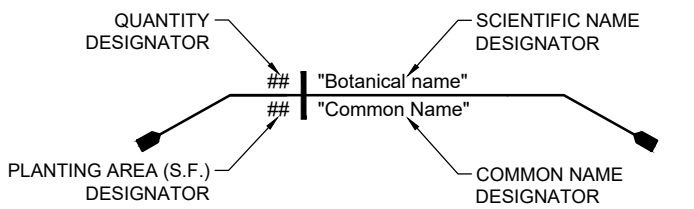
NUMERIC REFERENCE CALL-OUT:

A CIRCLE CONTAINING A NUMBER SYSTEM FOR ELEMENTS WITHIN A DRAWING.



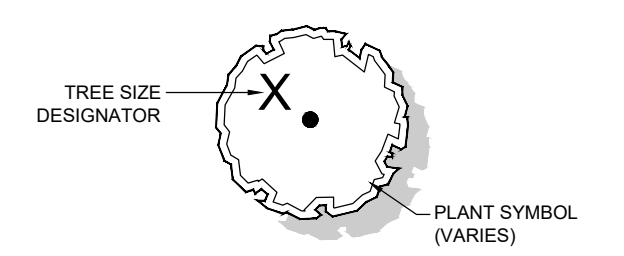
PLANT LABEL:

A LABEL GIVEN TO ALL PROPOSED LANDSCAPE ELEMENT FOR SPECIES, QUANTITY AND SQUARE FOOTAGE INFORMATION.



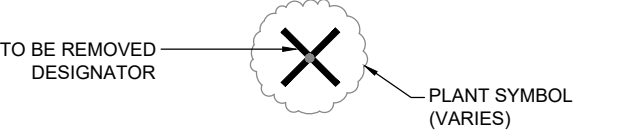
PLANT SYMBOL:

A SYMBOL REPRESENTING EACH SPECIES OF PLANT PROPOSED IN A DRAWING WITH OPTION TO DESIGNATE MULTIPLE SIZES OF THE SAME SPECIES.



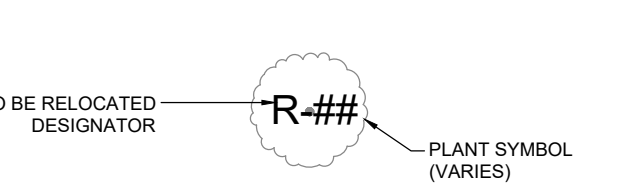
PLANT TO BE REMOVED:

A SYMBOL REPRESENTING AN EXISTING PLANT TO BE REMOVED FROM THE SITE.



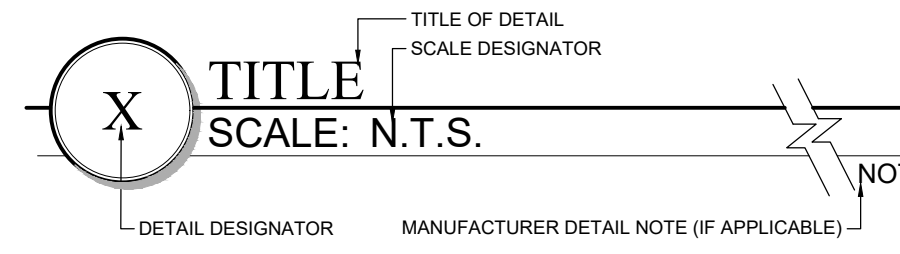
PLANT TO BE RELOCATED:

A SYMBOL REPRESENTING AN EXISTING PLANT TO BE RELOCATED ON SITE.



DETAIL TITLE BAR:

A DETAIL TITLE BAR IS PROVIDED FOR ALL DETAILS ON A SHEET IN ORDER TO LOCATE SPECIFIC DETAIL INFORMATION.



ABBREVIATION LEGEND:

A.	ANGLE	LN.	LINER
B&B	BALLED & BURLAPPED	L.O.W.	LIMIT OF WORK
B.R.	BARE ROOT	L.P.	LOW POINT
B.S.	BOTTOM OF STAIRS	MAX.	MAXIMUM
B.O.C.	BACK OF CURB	MIN.	MINIMUM
B.T.D.	BOOTED TRUNK (SABALS)	ML.	MULTIPLE LIMBS/TRUNKS
CAL.	CALIPER	N.T.S.	NOT TO SCALE
C.B.S.	CONCRETE BLOCK STRUCTURE	OA.	OVERALL HEIGHT
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
C.L.	CENTER LINE	OH.	OVERHEAD
C.M.U.	CONCRETE MASONRY UNIT	P.B.	POINT OF BEGINNING
C.Y.	CUBIC YARD	PH.	PHASE
C.T.	CLEAR TRUNK	P.H.	PLANTED HEIGHT
D.B.H.	DIAMETER BREST HEIGHT	P.R.	POINT OF REFERENCE
DBL.	DOUBLE TRUNK	P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT	P.V.C.	POLYVINYL CHLORIDE
DIA.	DIAMETER	R.	RADIUS
D.I.	DRAIN INLET	R.O.W.	RIGHT OF WAY
DWF.	DWARF	S.F.	SQUARE FOOT
E.O.P.	EDGE OF PAVEMENT	SGL.	SINGLE TRUNK
ESP.	ESPALIER	SPECS.	SPECIFICATIONS
F.F.	FLORIDA FANCY(GRADES & STDS.)	SPRD.	SPREAD
F.F.E.	FINISH FLOOR ELEVATION	STD.	STANDARD
F.G.	FINISH GRADE	T.B.	TOP OF BEAM
FL.#1	FLORIDA NO. 1 (GRADES & STDS.)	T.C.	TOP OF COPING
FL.#2	FLORIDA NO. 2 (GRADES & STDS.)	T.COL.	TOP OF COLUMN
FT.	FOOT	T.P.	TOP OF PEDESTAL
GAL.	GALLON	T.O.B.	TOP OF BERM/BANK
G.W.	GREY WOOD	T.O.S.	TOE OF SLOPE
H.P.	HIGH POINT	TRP.	TRIPLE TRUNK
INT.	INTERPOLATED SPOT ELEV.	TYP.	TYPICAL
INV.	INVERT	T.W.	TOP OF WALL
LAN.	LANDING	T.S.	TOP OF STAIRS
L.B.E.	LANDSCAPE BUFFER EASEMENT	WD.	WOOD
L.F.	LINEAL FOOT		

SYMBOL LEGEND:

	PROPERTY BOUNDARY, TYP.
	EASEMENT (P.U.E., D.E., A.E., P.E., L.M.E., L.B.E.)
	RIGHT OF WAY (R.O.W.)
	LIMIT OF WORK (L.O.W.)
	LIMIT OF WORK (L.O.W.)
	CENTER LINE (C.L.) DETAILS
	CENTER LINE (C.L.)
	PROPOSED STREET LIGHT
	PROPOSED CHAIN LINK FENCE
	PROPOSED DECORATIVE FENCE
	PROPOSED WALL
	EXISTING CHAIN LINK FENCE
	EXISTING DECORATIVE FENCE
	GATE VALVE
	YARD DRAIN
	CATCH BASIN
	SLEEVE/CONDUIT
	SECONDARY DRAINAGE PIPE
	JUNCTION BOX
	FIRE HYDRANT
	CONTOUR INTERVAL = 1 FOOT (1')
	EXISTING CONTOUR LINE (INDEX)
	EXISTING CONTOUR LINE (INTERMEDIATE)
	PROPOSED CONTOUR LINE (INDEX)
	PROPOSED CONTOUR LINE (INTERMEDIATE)
	DIRECTION/PERCENTAGE OF DRAINAGE FLOW
	CONTROL/REFERENCE POINT
	HIGH POINT (HP)
	LOW POINT (LP)
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION - HARDSCAPE
	PROPOSED SPOT ELEVATION - LANDSCAPE
	SURVEYED SPOT ELEVATION
	AS BUILT SPOT ELEVATION

BASE PLAN & SURVEY DATA:

THE LANDSCAPE ARCHITECTURAL PLANS ARE PREPARED BASED ON THE DATA AND/OR PLANS PROVIDED BY THE PROJECT SURVEY ENGINEER AND/OR ARCHITECT AND ARE SUBJECT TO THE ACCURACY OF THESE DOCUMENTS. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR FIELD DISCREPANCIES OCCURRING DUE TO ERRORS, INACCURACIES AND/OR OMISSIONS IN THE BASE INFORMATION PROVIDED TO HIS OFFICE. HE CANNOT BE HELD RESPONSIBLE FOR SAME DUE TO BASE INFORMATION NOT BEING PROVIDED PRIOR TO THE PREPARATION OF THE LANDSCAPE ARCHITECTURAL PLANS IN A TIMELY MANNER IN ORDER TO MEET THE CONSTRUCTION SCHEDULE OF THE PROJECT.

CONTRACTOR TO VERIFY PROPERTY LINES AND SETBACKS BEFORE CONSTRUCTION. CONTRACTOR MUST HAVE PROPERTY LINES STAKED AND LOCATED, AND MUST VERIFY PLANT DIMENSIONS AND FIELD CONDITIONS ARE CONSISTENT. ANY INCONSISTENCIES WITH THESE PLANS NEED TO BE REPORTED TO WALDROP ENGINEERING, P.A. AND THE OWNER. CONTRACTOR SHALL VERIFY THAT HE HAS THE MOST UP TO DATE PLANS, AND THAT THEY HAVE BEEN APPROVED AND ACCEPTED BY THE OWNER BEFORE COMMENCING CONSTRUCTION.

IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ALL UTILITY SERVICE PROVIDERS HAVE BEEN NOTIFIED TO THE CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION.

Call Before You Dig
Call Sunshine State One Call, at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

CONSTRUCTION INSTALLATION NOTES:

- CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD, PRIOR TO CONSTRUCTION.
- PROPERTY LINE TO BE LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY WORK.
- ALL FIELD DIMENSION DISCREPANCIES TO BE REPORTED TO THE LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE PRIOR TO ANY FIELD ADJUSTMENTS OR COMMENCEMENT OF CONSTRUCTION.
- ALL FIELD ADJUSTMENTS REQUIRE APPROVAL OF LANDSCAPE ARCHITECT AND/OR THE OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- FINISH GRADE TO BE PROVIDED BY OTHERS. CONTRACTOR TO VERIFY THE FINISH GRADE AND OBTAIN THE APPROVAL OF THE LANDSCAPE ARCHITECT AND/OR THE OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- FINISH GRADE IS TO BE WITHIN 1" OF THAT INDICATED ON DESIGN PLANS UNLESS OTHERWISE INDICATED. CONTRACTOR RESPONSIBLE FOR RETURNING ALL GRADES TO THE FINISH GRADE REQUIRED AND IS RESPONSIBLE FOR PROPER DRAINAGE.
- STAKING OF ALL SITE ELEMENTS TO BE APPROVED BY THE LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- THE LAYOUT TO INITIATE AT THE ORIGIN POINT/DIMENSION MARK ARE TO BE LOCATED IN THE FIELD BY SURVEY METHOD IF NOT EXISTING.
- ALL REQUIRED REVISIONS, RELOCATIONS, AND/OR RE-STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF VERIFICATION, FIELD LOCATION AND APPROVAL ARE NOT OBTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR RESPONSIBLE FOR THE ADHERENCE TO ALL PERMITS, CODES, SETBACKS AND BUILDING RESTRICTIONS OF ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT.
- CONTRACTOR SHALL MAINTAIN AND HAVE IN CURRENT FORCE ALL REQUIRED INSURANCE FOR THE DURATION OF THE PROJECT.
- THE SCOPE OF WORK SHALL GENERALLY CONSIST OF, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT NECESSARY TO BUILD THE DESCRIBED ELEMENTS AS PER AND/OR INFERRED BY, THESE PLANS, DETAILS AND SPECIFICATIONS.
- CONTRACTOR TO PROVIDE A MINIMUM GUARANTEE AS OUTLINED IN THE SPECIFICATIONS AND A FINAL RELEASE OF LIEN FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY SITE CLEANUP AND FOR FINAL SITE CLEANUP AND HAUL OFF OF THE CONSTRUCTION RELATED DEBRIS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND LOCATION FOR ALL UNDERGROUND UTILITIES. DAMAGE TO AND/OR CAUSED BY BROKEN UNDERGROUND UTILITIES AND THE REPAIR OF THESE UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED IN ACCORDANCE WITH THE INSTRUCTIONS OF THE LANDSCAPE ARCHITECT AND/OR THE OWNERS REPRESENTATIVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SITE ELEMENTS AND SYSTEM. REPAIR OF ANY DAMAGE TO ANY OF THESE ELEMENTS SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL SUPPLY ALL SHOP DRAWINGS, TEST, SPEC SHEETS, STRUCTURAL DATA AND ASSEMBLY TECHNIQUES FOR ALL FENCE PANELS, SIGNAGE, PLAQUES, DECORATIVE WALL TRIM, LIGHTING FIXTURES, FINISHES AND COLORS FOR OWNERS APPROVAL.
- ALL FILL TO BE CLEAN, COMPACTED MATERIAL, FREE OF ALL DEBRIS AT A MINIMUM 96% DENSITY.
- ALL SOIL BEARING, STEEL REINFORCEMENT, CONCRETE STRENGTH, WIND LOADS, OTHER STRUCTURAL CALCULATIONS, HYDRAULIC AND/OR PLUMBING CALCULATIONS, ETC. TO BE VERIFIED BY ENGINEER AND COORDINATED BY OWNER.
- PROVISIONS FOR ELECTRICAL POWER ARE NOT INCLUDED IN THIS PLAN. BEYOND ANY EXISTING INFRASTRUCTURE SUPPORTING THE PROPOSED WORK. FIXTURES TO BE AS SPECIFIED OR APPROVED EQUAL.

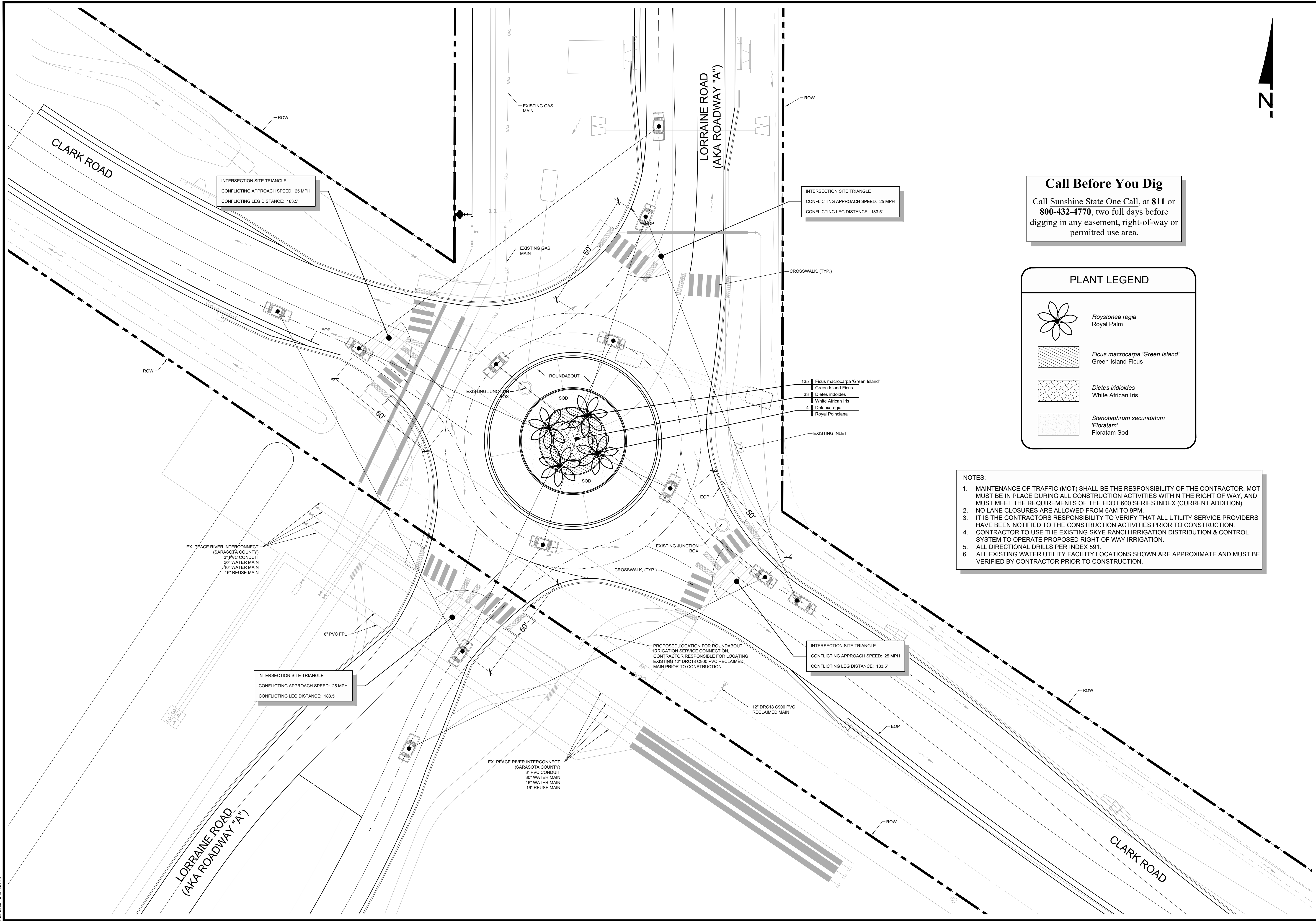
WALDROP ENGINEERING
LAND DEVELOPMENT CONSULTANTS
551 NORTH CATTLEMAN ROAD - SUITE 100, SARASOTA, FL 34232
P: 941-379-5400 F: 941-379-2788 EMAIL: info@waldropengineering.com

BETTERMENT PLANS FOR
SKYE RANCH
CLARK ROAD ROUNDABOUT
CLIENT: TAYLOR MORRISON OF FLORIDA, INC.
DRAFTING LEGEND AND NOTES

PLAN REVISIONS: (REVISED/SUBMITTED) (BETTERMENT PLANS) 06/26/20
FLORIDA CERTIFICATE OF AUTHORIZATION #LC20000185
JAMES A. BOORMAN IV, P.L.A. FL LICENSE NO. LA669762
SET NUMBER: 386-08-02
SHEET: 1000

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02/26/2020 10:36:46 AM

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1/28/2020 10:37:02 AM



Call Before You Dig
Call Sunshine State One Call, at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

PLANT LEGEND

	<i>Roystonea regia</i> Royal Palm
	<i>Ficus macrocarpa</i> 'Green Island' Green Island Ficus
	<i>Diates iridoides</i> White African Iris
	<i>Delonix regia</i> Royal Poinciana
	<i>Stenotaphrum secundatum</i> 'Floritam' Floritam Sod

NOTES:

1. MAINTENANCE OF TRAFFIC (MOT) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MOT MUST BE IN PLACE DURING ALL CONSTRUCTION ACTIVITIES WITHIN THE RIGHT OF WAY, AND MUST MEET THE REQUIREMENTS OF THE FOOT 600 SERIES INDEX (CURRENT ADDITION).
2. NO LANE CLOSURES ARE ALLOWED FROM 6AM TO 9PM.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL UTILITY SERVICE PROVIDERS HAVE BEEN NOTIFIED TO THE CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO USE THE EXISTING SKYE RANCH IRRIGATION DISTRIBUTION & CONTROL SYSTEM TO OPERATE PROPOSED RIGHT OF WAY IRRIGATION.
5. ALL DIRECTIONAL DRILLS PER INDEX 591.
6. ALL EXISTING WATER UTILITY FACILITY LOCATIONS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.

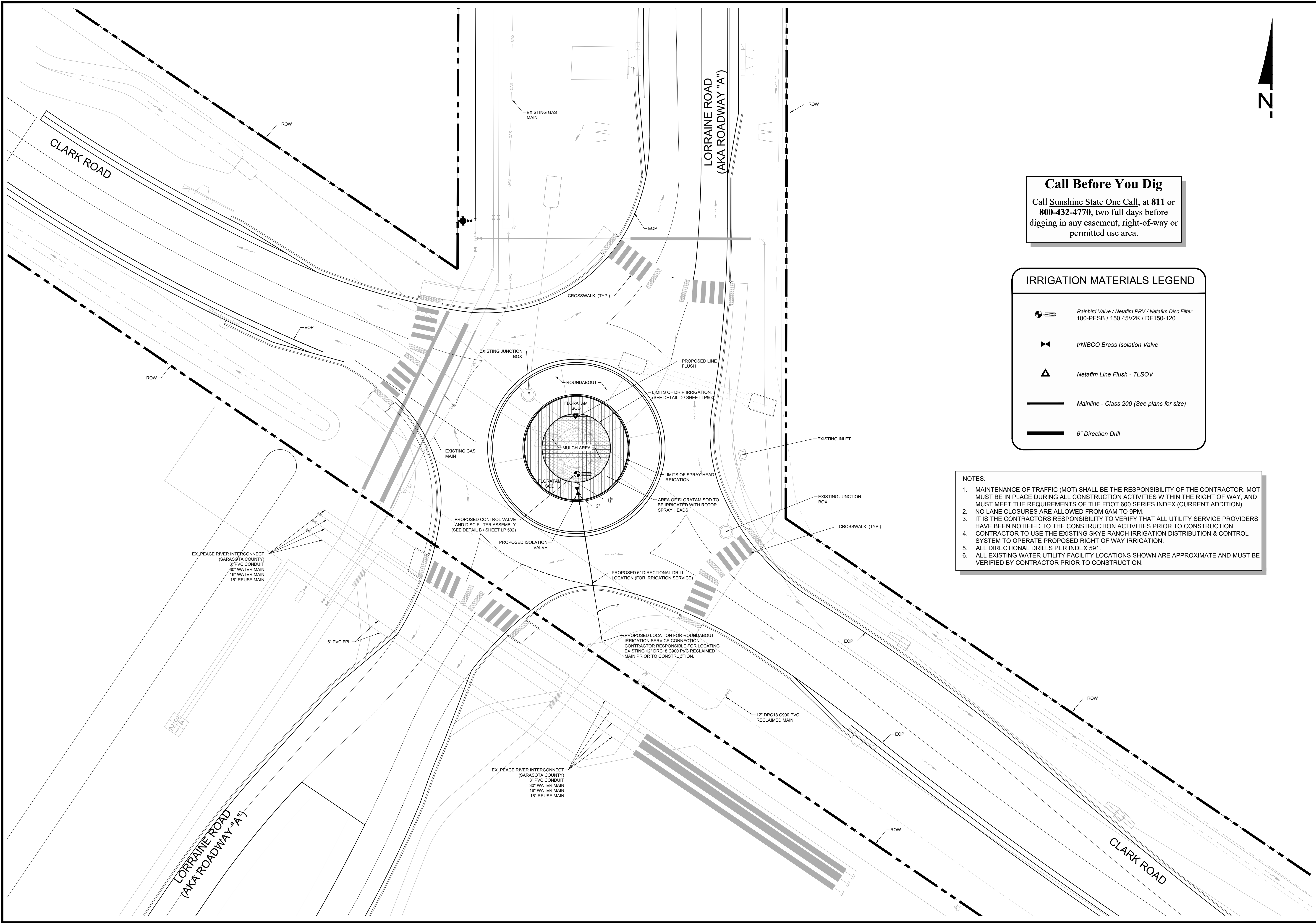
WALDRUP ENGINEERING

CIVIL ENGINEERING &
LAND DEVELOPMENT CONSULTANTS
551 NORTH CATTLEMAN ROAD, SUITE 100 SARASOTA, FL 34232
P: 941.379.5400 F: 941.379.2788 EMAIL: info@waldropengineering.com

BETTERMENT PLANS FOR
SKYE RANCH
CLARK ROAD ROUNDABOUT
CLIENT: TAYLOR MORRISON OF FLORIDA, INC.
LANDSCAPE PLAN

PLAN REVISIONS:	REVISED	BY	DATE

FLORIDA CERTIFICATE OF AUTHORIZATION: FLC2000185
JAMES A. BOORMAN IV, P.L.A.
FL LICENSE NO. LA667362
SET NUMBER: 386-08-02
SHEET: LP100



Call Before You Dig
 Call Sunshine State One Call, at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

IRRIGATION MATERIALS LEGEND

- Rainbird Valve / Netafim PRV / Netafim Disc Filter 100-PESB / 150 45V2K / DF150-120
- trNIBCO Brass Isolation Valve
- Netafim Line Flush - TLSOV
- Mainline - Class 200 (See plans for size)
- 6" Direction Drill

- NOTES:**
1. MAINTENANCE OF TRAFFIC (MOT) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MOT MUST BE IN PLACE DURING ALL CONSTRUCTION ACTIVITIES WITHIN THE RIGHT OF WAY, AND MUST MEET THE REQUIREMENTS OF THE FOOT 600 SERIES INDEX (CURRENT ADDITION).
 2. NO LANE CLOSURES ARE ALLOWED FROM 6AM TO 9PM.
 3. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ALL UTILITY SERVICE PROVIDERS HAVE BEEN NOTIFIED TO THE CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION.
 4. CONTRACTOR TO USE THE EXISTING SKYE RANCH IRRIGATION DISTRIBUTION & CONTROL SYSTEM TO OPERATE PROPOSED RIGHT OF WAY IRRIGATION.
 5. ALL DIRECTIONAL DRILLS PER INDEX 591.
 6. ALL EXISTING WATER UTILITY FACILITY LOCATIONS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.

WALDRUP ENGINEERING

 CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS
 551 NORTH CATTLEMAN ROAD - SUITE 100 SARASOTA, FL 34232
 P: 941.379.5400 F: 941.379.2788 EMAIL: info@waldropengineering.com

BETTERMENT PLANS FOR
SKYE RANCH
CLARK ROAD ROUNDABOUT
 CLIENT: TAYLOR MORRISON OF FLORIDA, INC.
 IRRIGATION PLAN

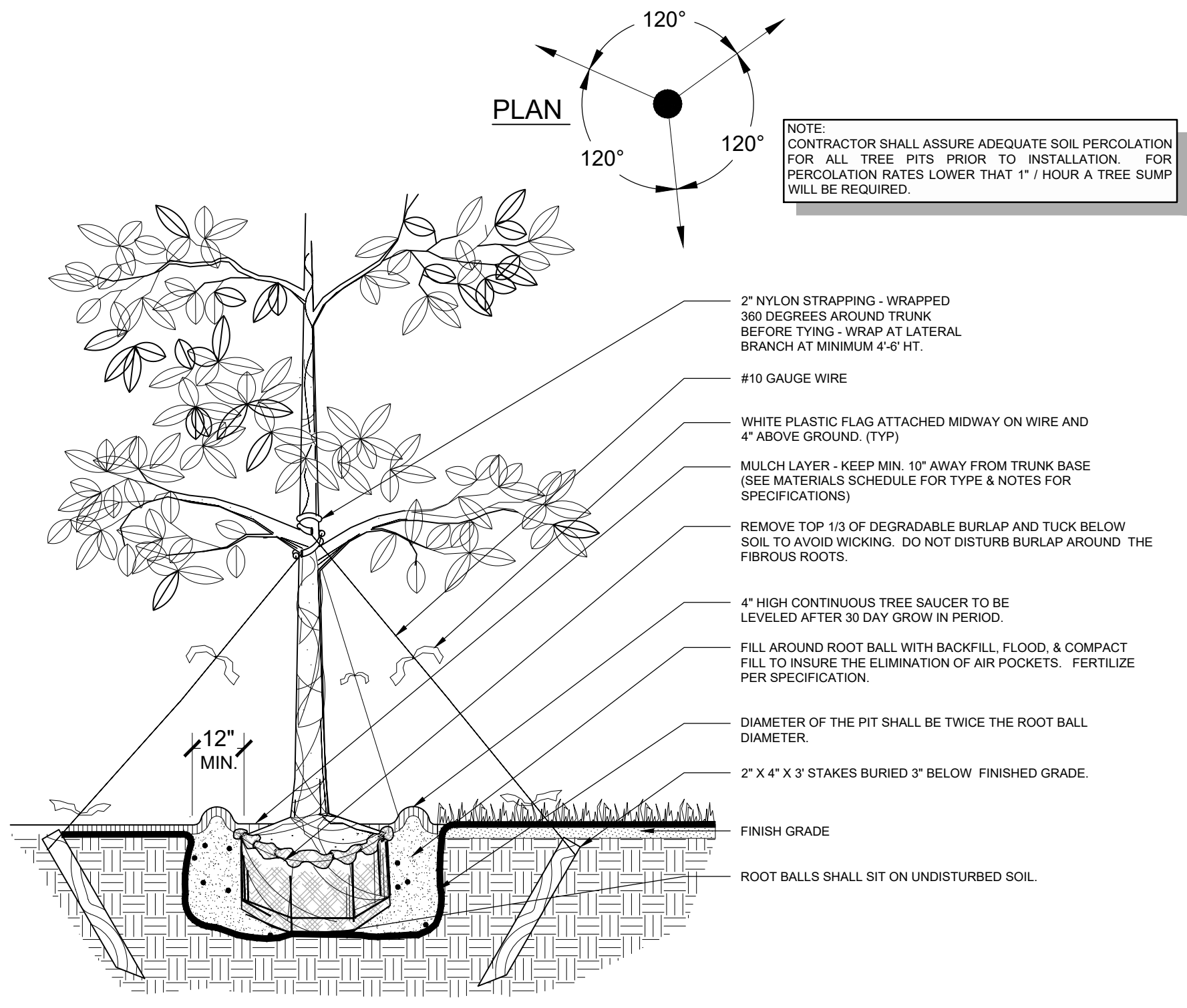
PLAN REVISIONS:

NO.	DATE	DESCRIPTION

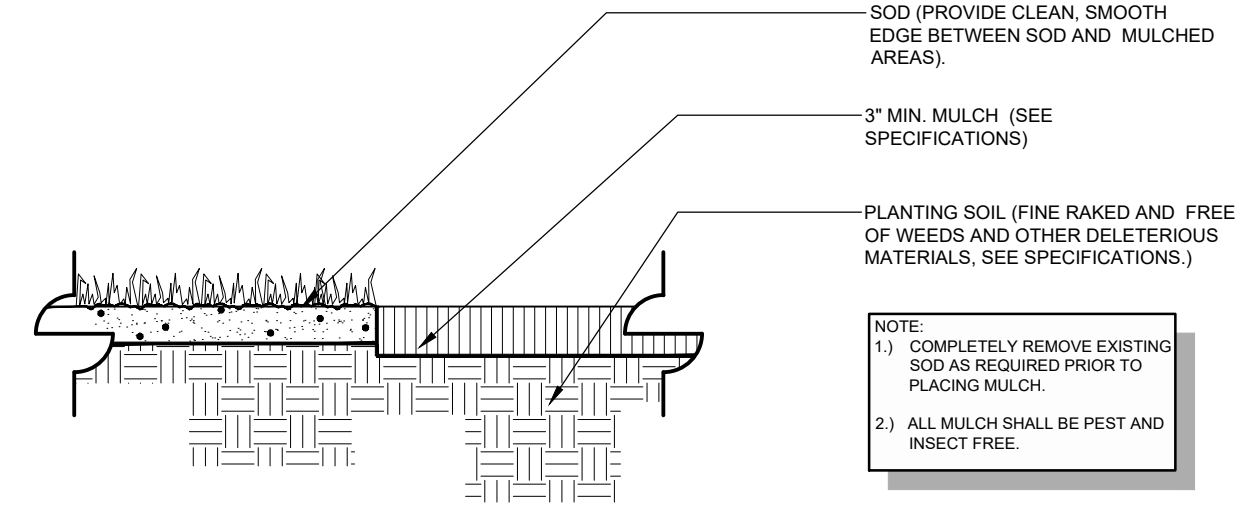


FLORIDA CERTIFICATE OF AUTHORIZATION #LC2000185

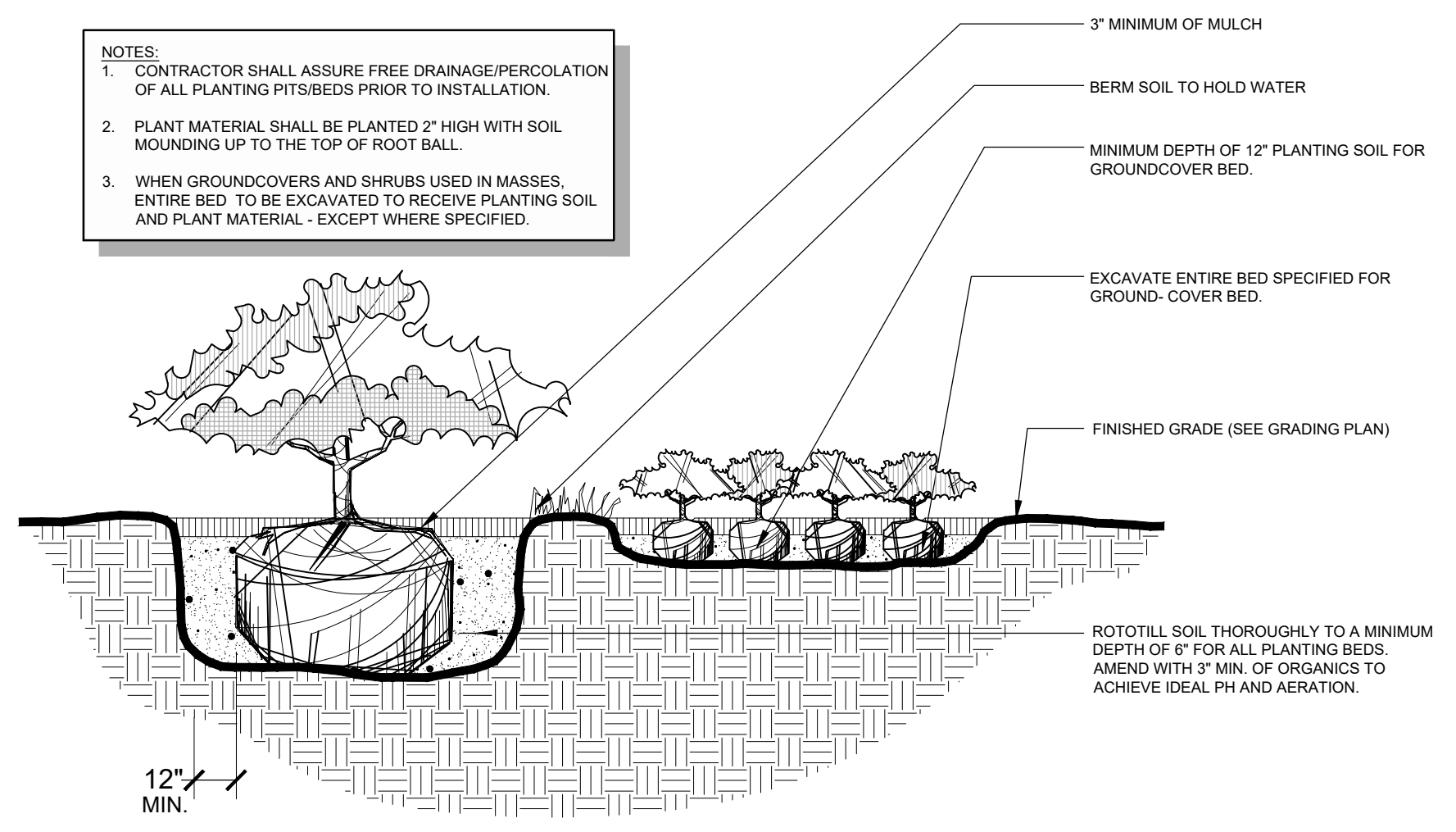
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 FL LICENSE NO. LA667362
 SET NUMBER: 386-08-02
 SHEET: LP200



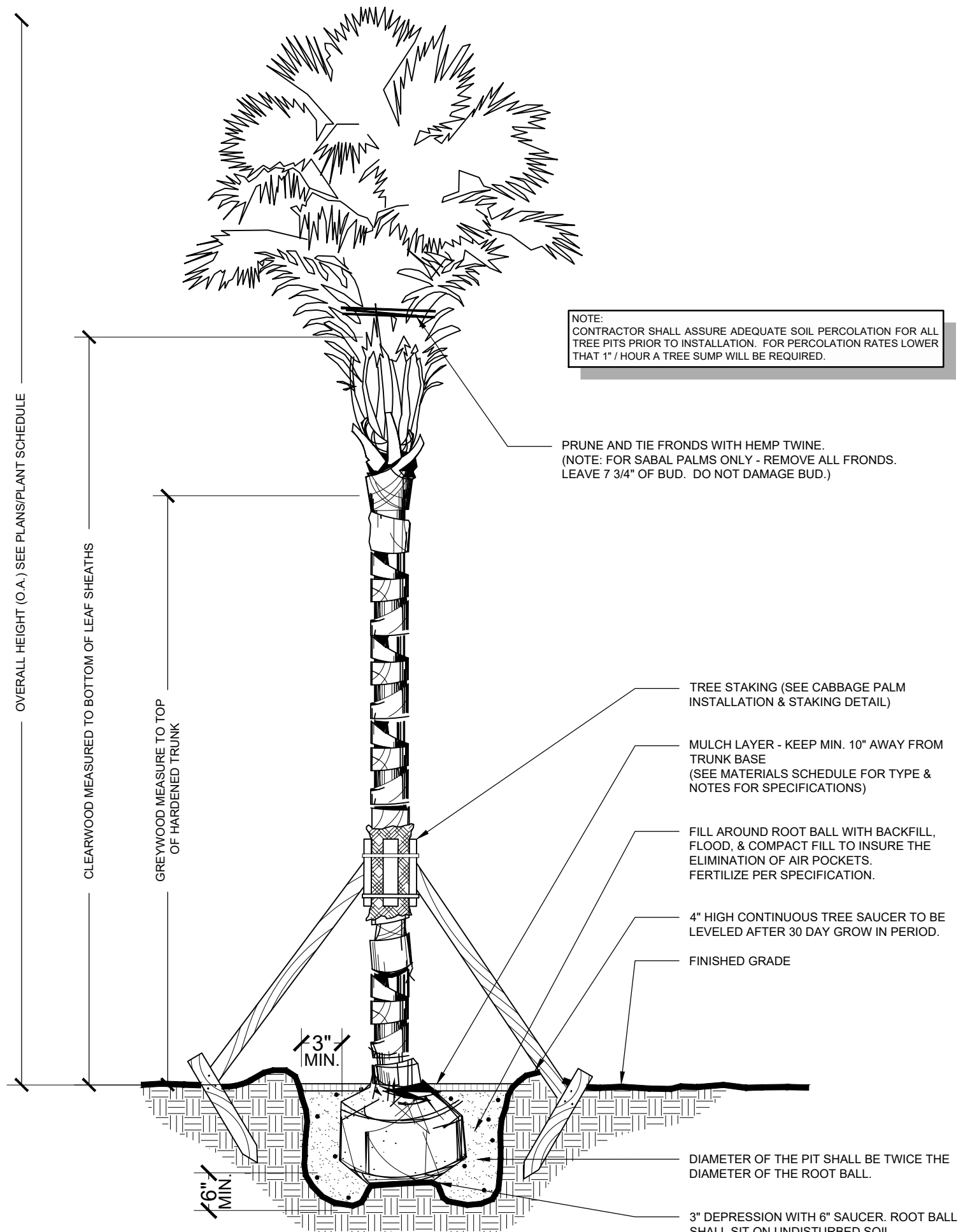
E LARGE TREE INSTALLATION & STAKING
SCALE: N.T.S.



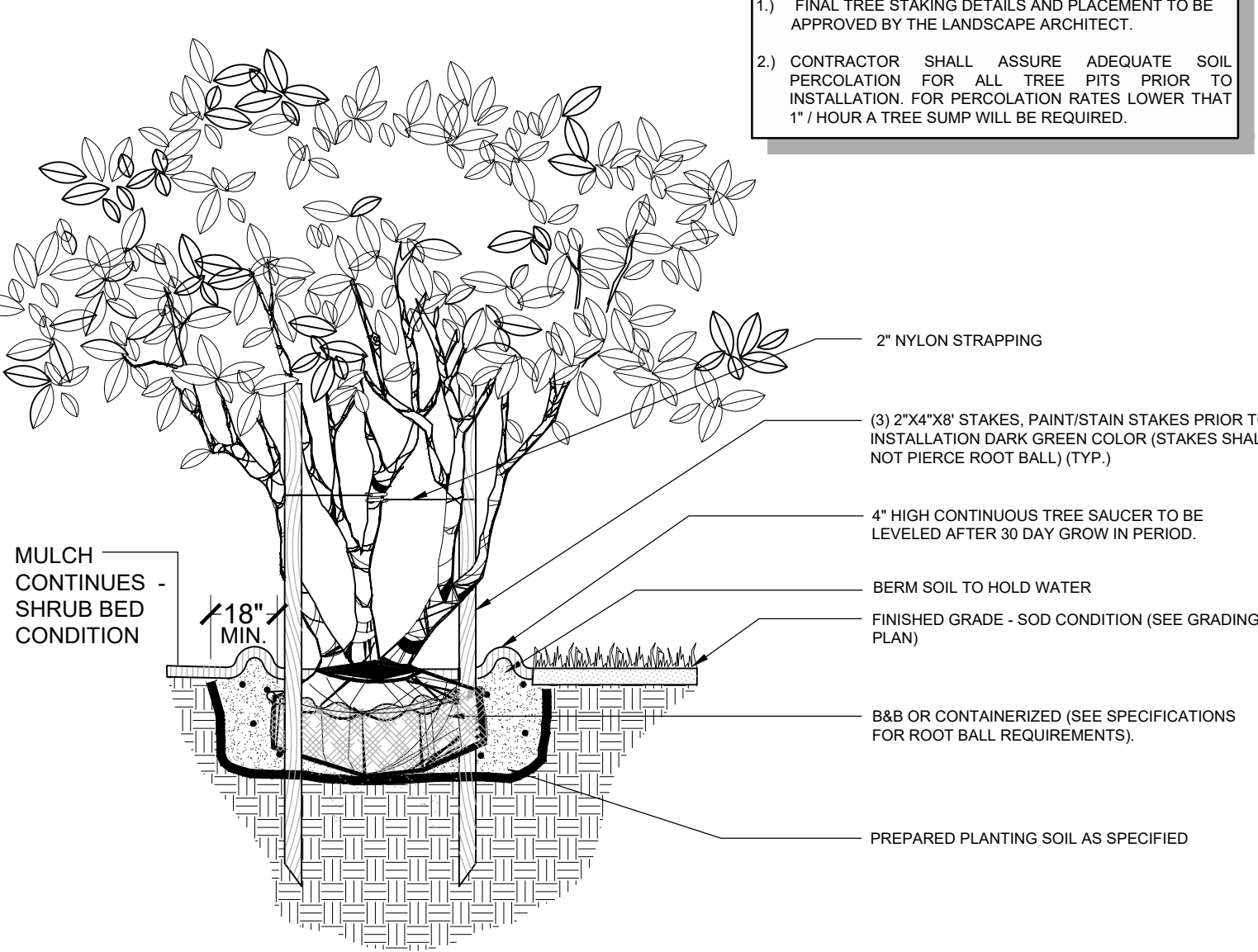
D MULCH APPLICATION ~ TYPE 1
SCALE: N.T.S.



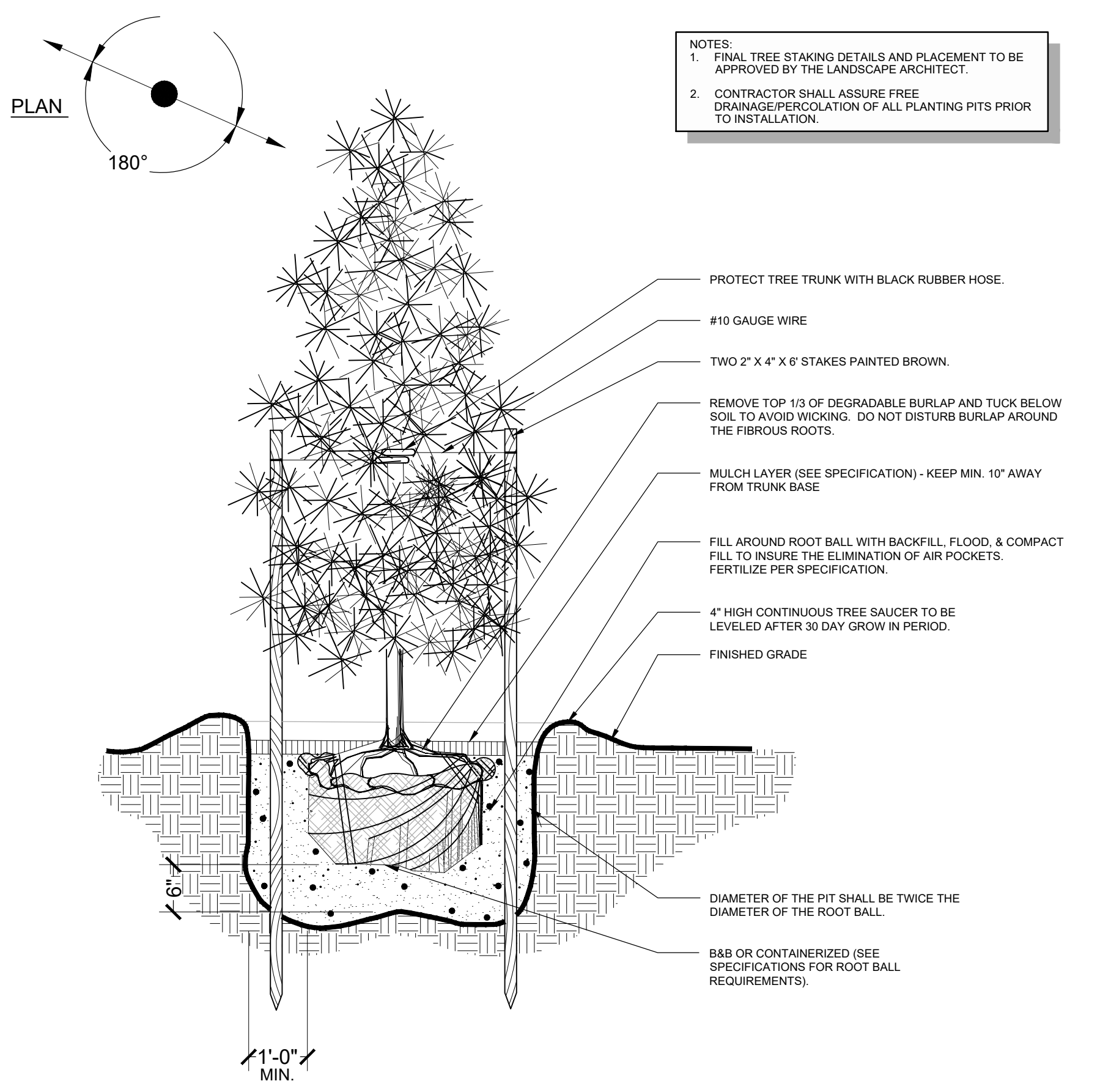
A SHRUB AND GROUNDCOVER INSTALLATION
SCALE: N.T.S.



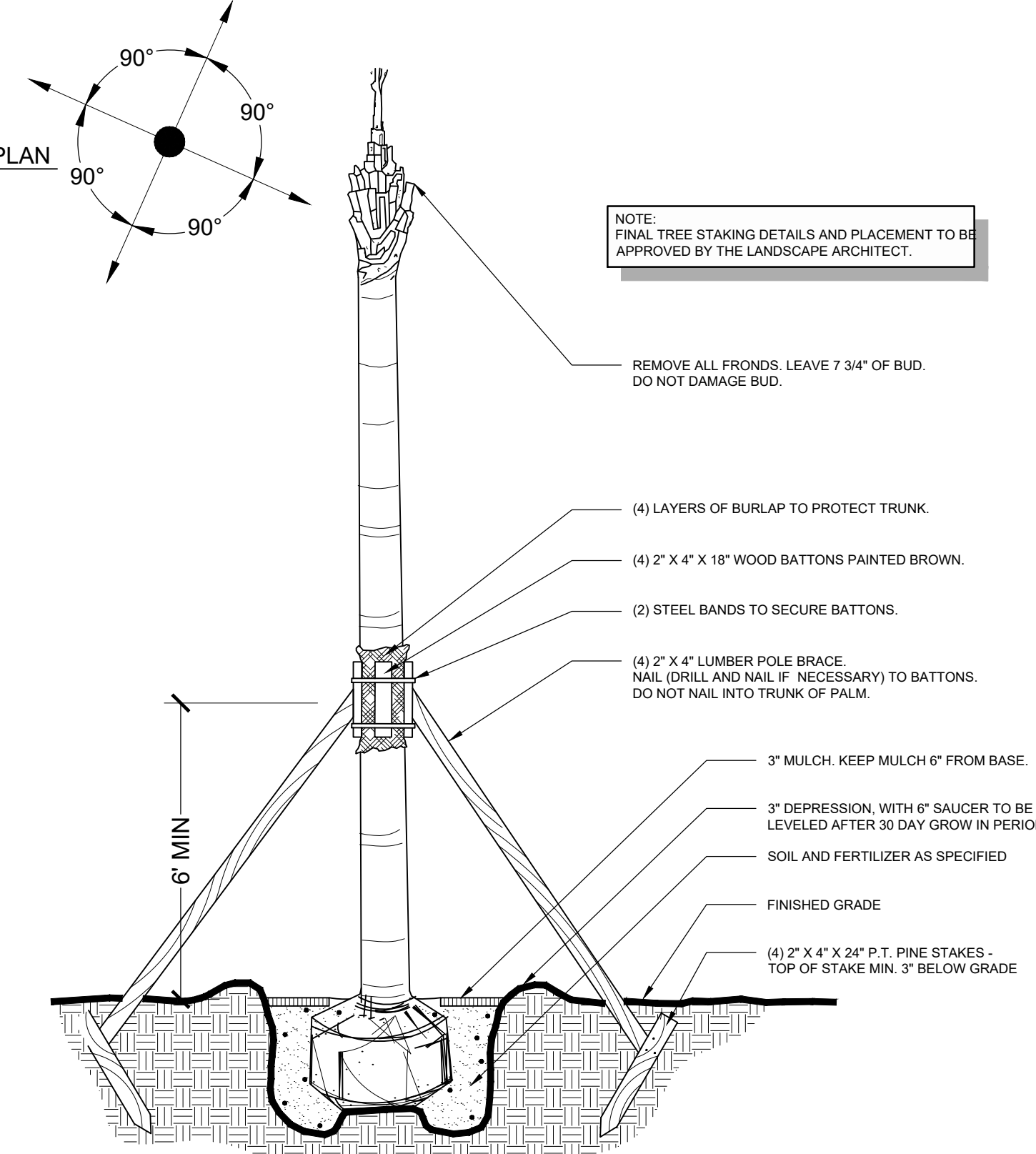
F PALM INSTALLATION
SCALE: N.T.S.



B MULTI-TRUNK TREE INSTALLATION & STAKING
SCALE: N.T.S.



G SMALL TREE INSTALLATION
SCALE: N.T.S.

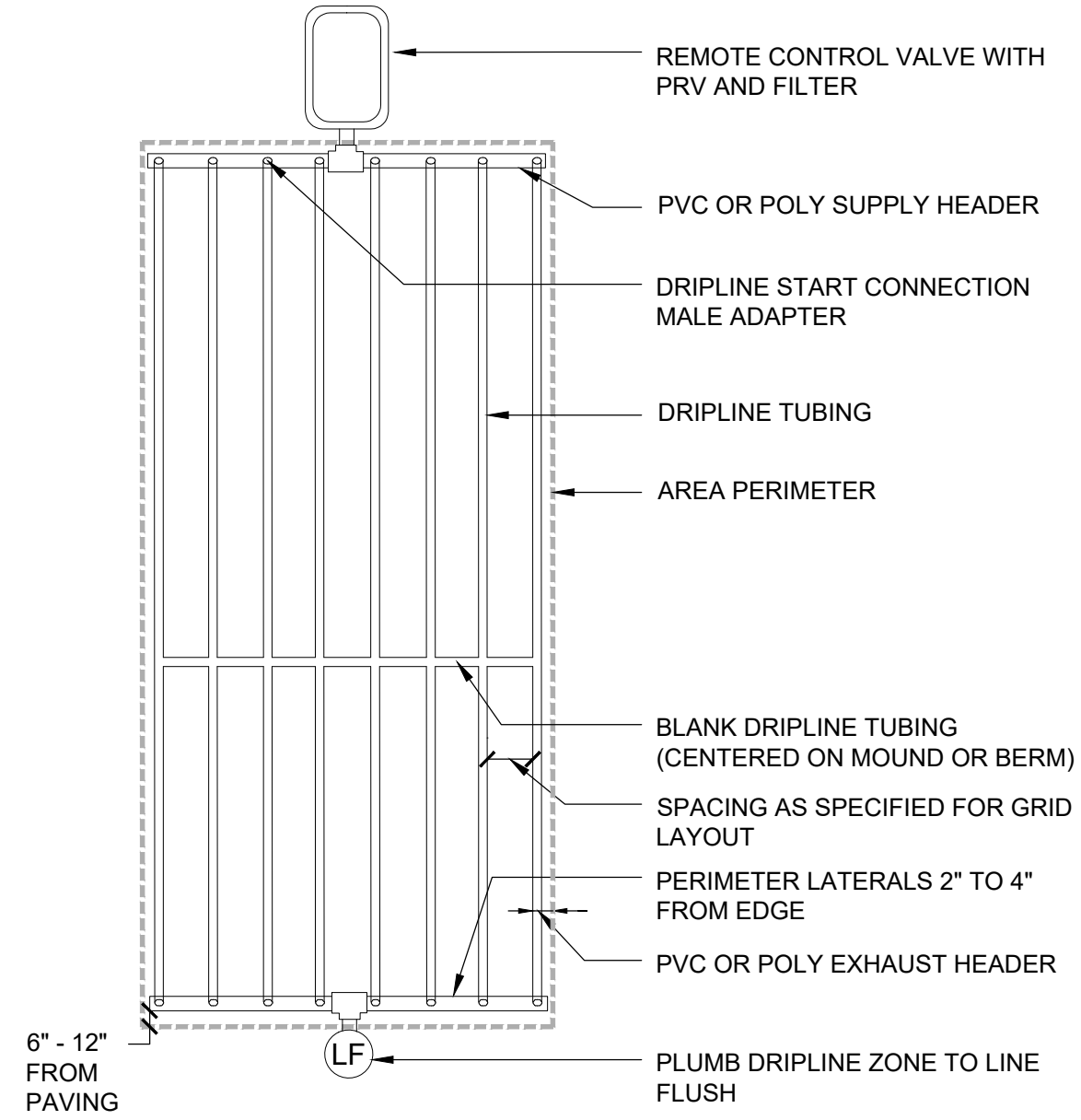


C CABBAGE PALM INSTALLATION
SCALE: N.T.S.

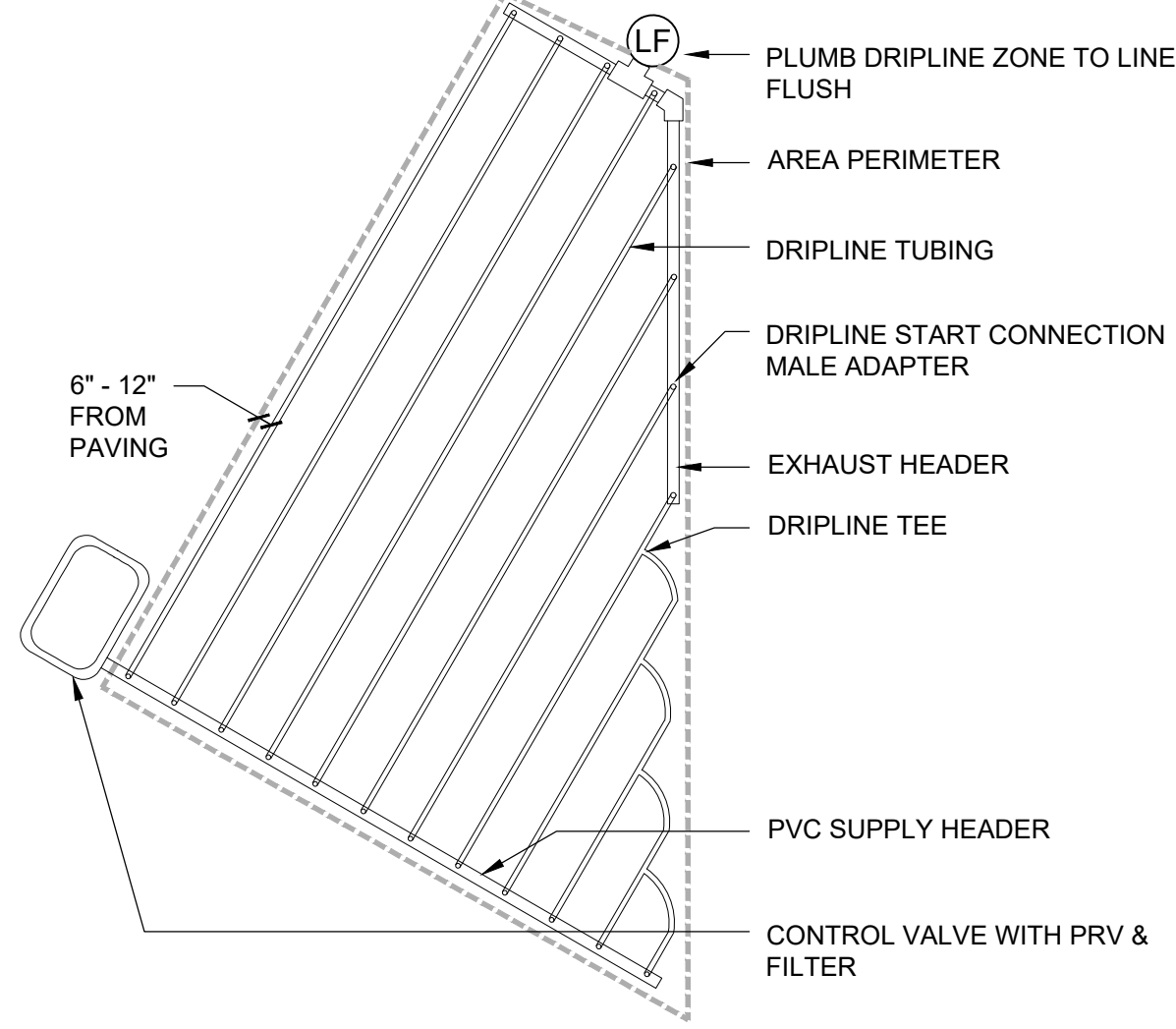
PLAN REVISIONS: REV:00 - SUBMITTED / BETTERMENT PLANS - 02/26/2025

NO.	DESCRIPTION	DATE

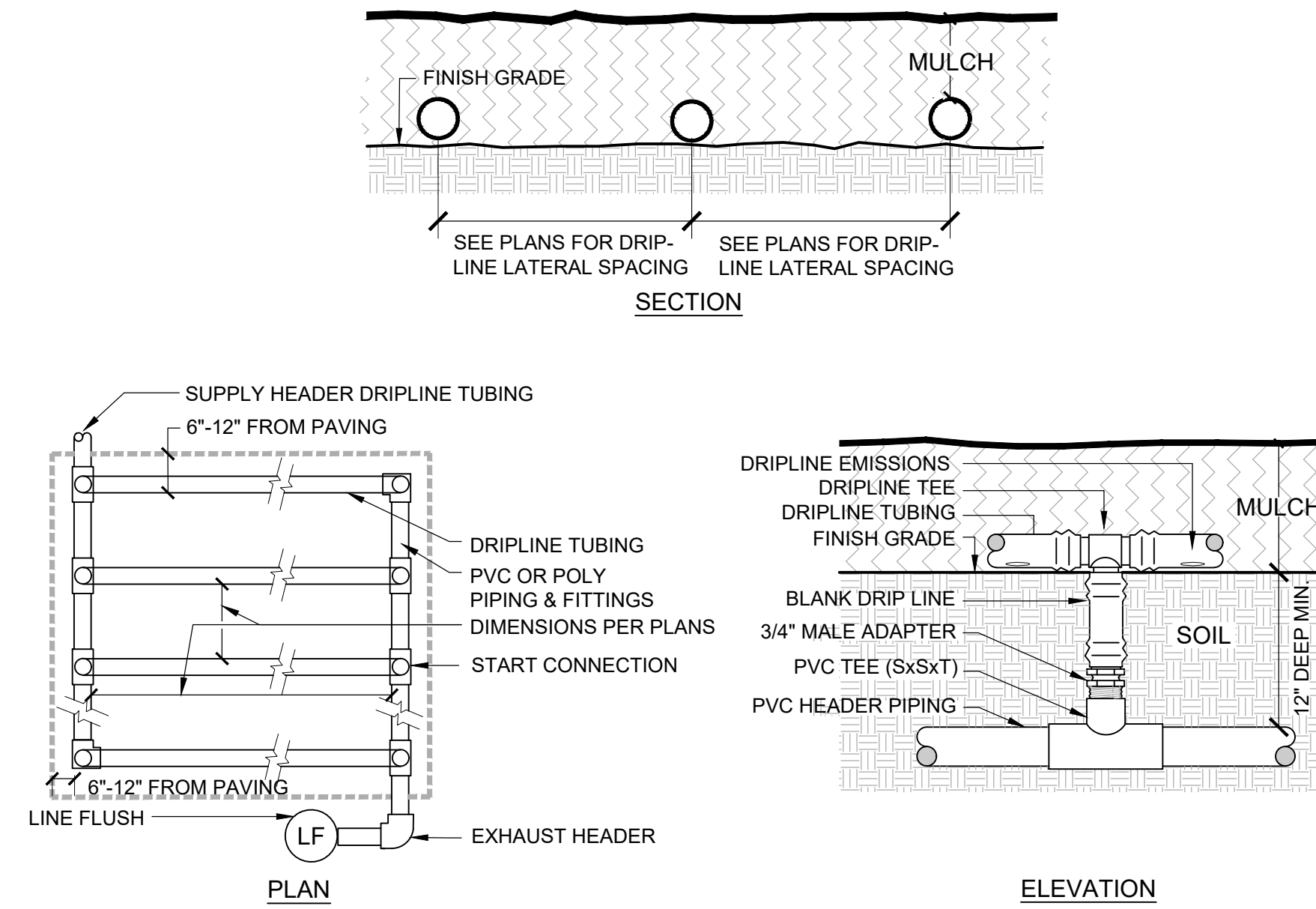
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02/26/2025 10:37:24 AM



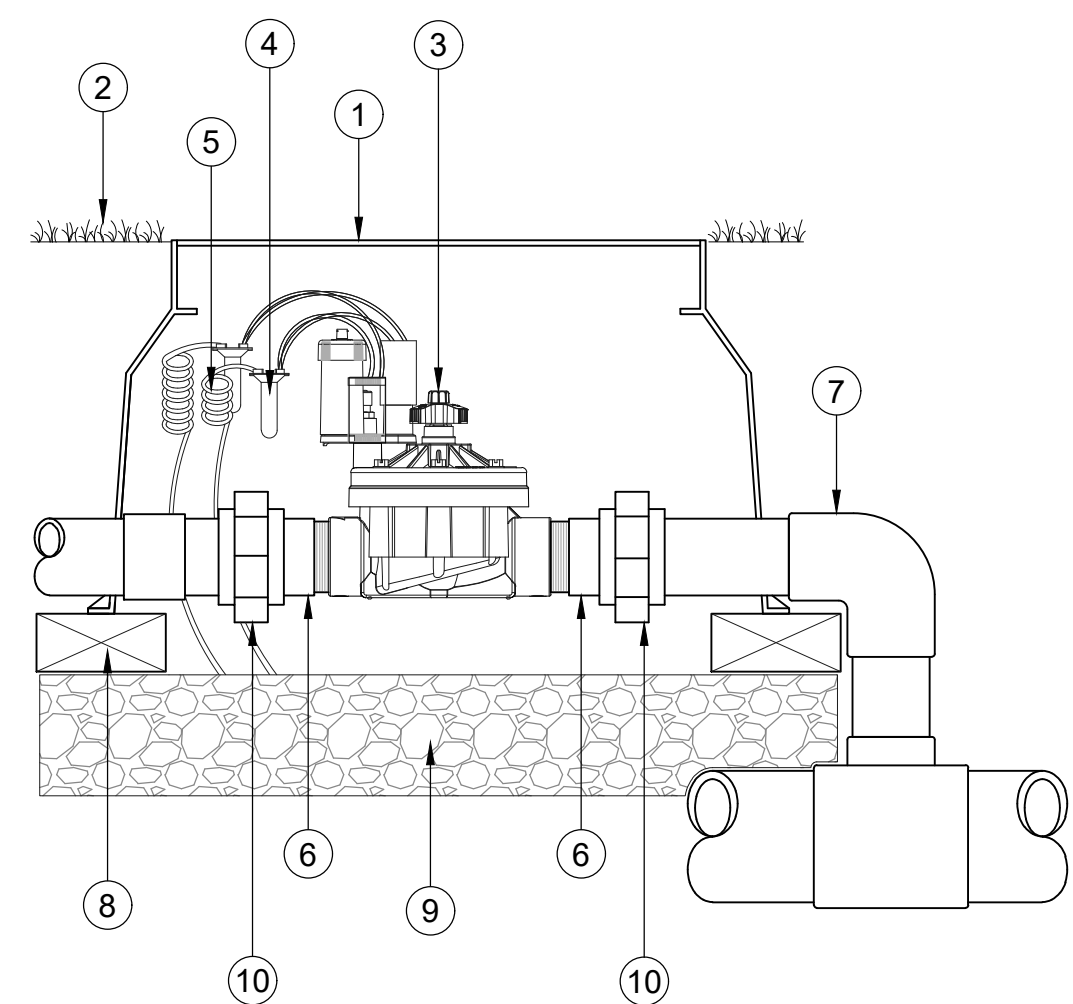
D DRIPLINE GRID LAYOUT
SCALE: N.T.S.



E DRIPLINE IRREGULAR AREA - GRID LAYOUT
SCALE: N.T.S.

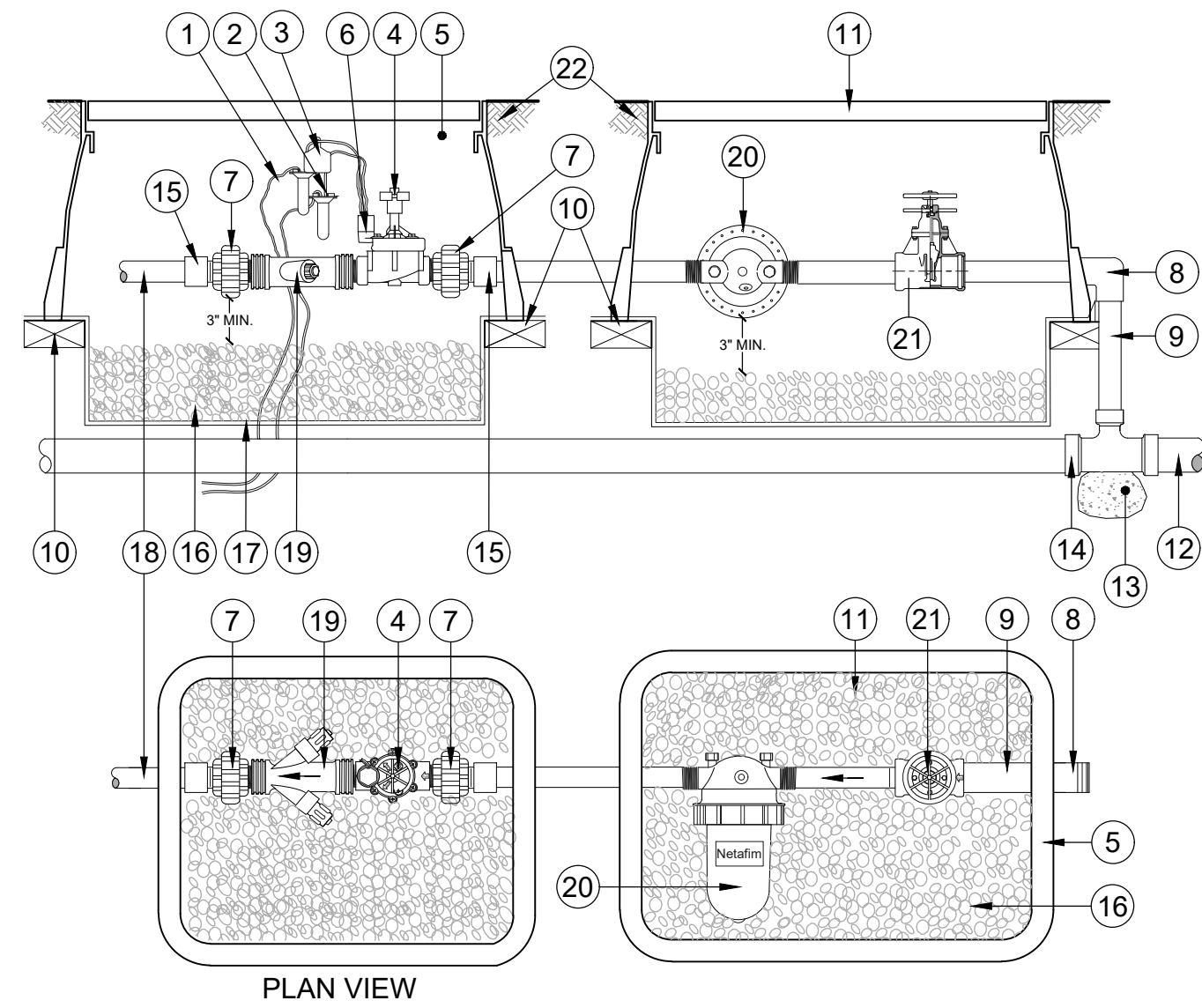


F DRIPLINE PVC CONNECTION DETAIL
SCALE: N.T.S.

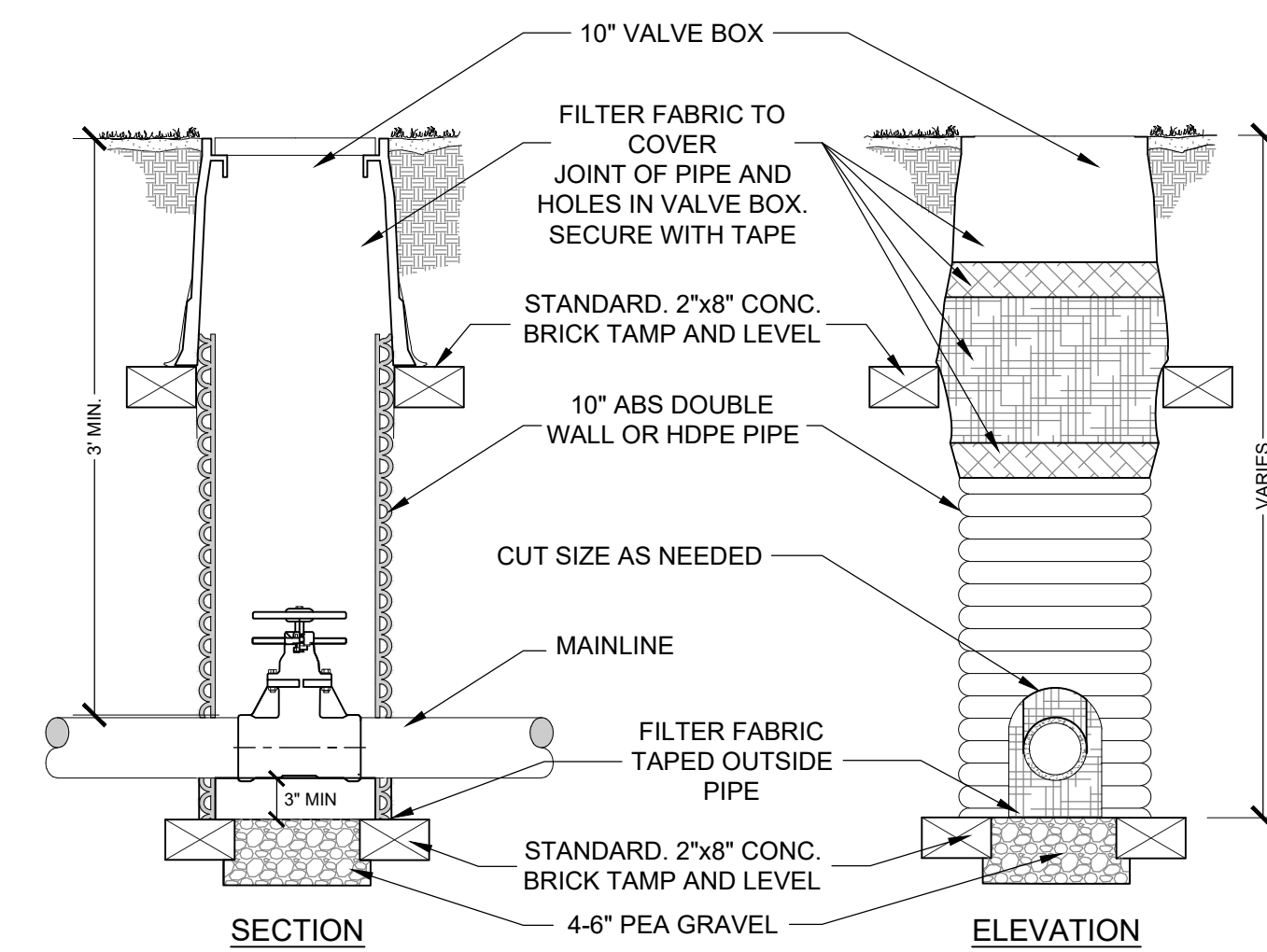


A CONTROL VALVE INSTALLATION DETAIL
SCALE: N.T.S.

- | | | |
|--|-----------------------------|---|
| 1 6-FEET LINEAR LENGTH OF WIRE, COILED | 8 PVC SCH 40 ELL OR TEE | 15 PVC SCH 40 MALE ADAPTER |
| 2 DBY/DBR WATERPROOF CONNECTOR | 9 PVC SERVICE PIPE | 16 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL |
| 3 ZONE ID TAG | 10 BRICK (4 PER BOX) | 17 MIRAF1 140NC GEOTEXTILE/FILTER FABRIC |
| 4 CONTROL VALVE | 11 VALVE BOX | 18 PVC LATERAL PIPE |
| 5 VALVE BOX | 12 PVC MAINLINE PIPE | 19 PRV |
| 6 DECODER | 13 THRUST BLOCK | 20 DISC FILTER |
| 7 PVC UNION | 14 DUCTILE IRON SERVICE TEE | 21 GATE VALVE |
| | | 22 FINISH GRADE/TOP OF MULCH |



B CONTROL VALVE ASSEMBLY FOR DRIPLINE IRRIGATION
SCALE: N.T.S.



C MAINLINE ISOLATION VALVE INSTALLATION DETAIL
SCALE: N.T.S.

BETTERMENT PLANS FOR
SKYE RANCH
CLARK ROAD ROUNDABOUT
 CLIENT: TAYLOR MORRISON OF FLORIDA, INC.
 IRRIGATION DETAILS

PLAN REVISIONS:	REVISION SUBMITTED / BETTERMENT PLANS 06/26/20

FLORIDA CERTIFICATE OF AUTHORIZATION #LC20000185

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SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) MOWING** – All grass areas will be mowed on the following schedule:
Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 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, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the 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 be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. 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. Weekend work is permitted when necessary upon prior approval.

Zoysia grass maintenance will be Clark Road entrance. Recreational Shell path within preserve will be part of general maintenance pricing for maintaining path and cutting back of branches or foliage that impede the path. Bi-weekly inspection and maintenance required for path preservation.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (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. 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. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement. Main entrance sign bed maintained by CDD.

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 Skye 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 OR LAKE BANKS) 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) 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. 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.**

6) 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 Sarasota 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 St. Johns 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:

January	A complete fertilizer based on soil tests + PreM
January	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
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January	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should 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 of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR 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 – (January, April, October)

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

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

PALM FERTILIZATION:

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

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

CONTRACTOR shall provide the DISTRICT with 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 control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

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

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. 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 "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month(170 zones). Areas shall include all of the existing irrigation systems to date. Owner will be responsible for mainline repairs. Contractor as part of there bid will be responsible for service lines(1.5 inch and under) and sprinkler head repair or replacement.

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. 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

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 assignee prior to making such repair.

Upon execution of the Agreement, 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 Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

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

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 Grade "A" 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.

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 585 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 select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will 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. (Jan., April, July, and Oct.)

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. 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]



Our Mission is to Bring Natural Joy to Our Customers

LT Ranch

COMMUNITY DEVELOPMENT DISTRICT



DOWN TO EARTH

LANDSCAPE | IRRIGATION | GOLF

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**Confidentiality And Non-Disclosure. Any Down To Earth information provided in or with this Proposal is confidential and shall only be disclosed to Recipient's Representatives who need to know such information for the purpose of evaluating this Proposal and who are directed by Recipient to keep such information confidential.*



November 11, 2021

LT Ranch Community Development District
c/o Waldrop Engineering
28100 Bonita Spring Grande Drive Suite 305
Bonita Springs, FL 34125

RE: LT RANCH CDD - 2021 Landscape and Irrigation Services Maintenance Proposal

Dear James P. Ward,

Thank you for the opportunity to bid on landscape services for LT Ranch CDD. Down To Earth Landscape, Irrigation and Golf has been in business for more than 30 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards required and constantly seek to be the "Service Provider of Choice" in the Green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our **ICARE** Values:

- Integrity:** We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.
- Community:** We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.
- Accountable:** We meet our commitments to each other and to our valued customers and act if we fall short of expectations.
- Relentless:** We are constant in our efforts to provide solutions to customers and to satisfy their needs.
- Excellence:** We strive to deliver best in class quality and safety while improving our services and results every day.

In taking great care to ensure that your property will be maintained at the highest possible level, we have proposed a plan specifically tailored to your current needs including:

- 1. DTE Service** - Dedicated crew(s) providing tailored services including mowing, shrub maintenance, irrigation, fertilization/pest control, mulch, and tree trimming.
- 2. Reports** - Customized schedule of services (sample attached) as well as detailed reports included in each month's bill. Please call any of our references to discuss our "See something, Do Something" attitude.
- 3. Communication** - Should an issue arise on your property; you can call or email any of our key personnel and we will try and respond within 24 hours with a clear goal by end of day.
- 4. MaxPanda Customer Service System** - Homeowners will have the ability to communicate directly with DTE staff via our MaxPanda work order system to report issues, ask questions, and provide direct feedback.

Given Down To Earth's long history and proven track record, we invite you to contact any references listed in this proposal or visit our properties and golf courses to see firsthand the type of quality service we deliver. Thank you for your consideration and we look forward to the opportunity of working with you in the future.



Respectfully,



Tom Lazzaro
Chief Executive Officer
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tom.lazzaro@down2earthinc.com
www.dtelandscap.com

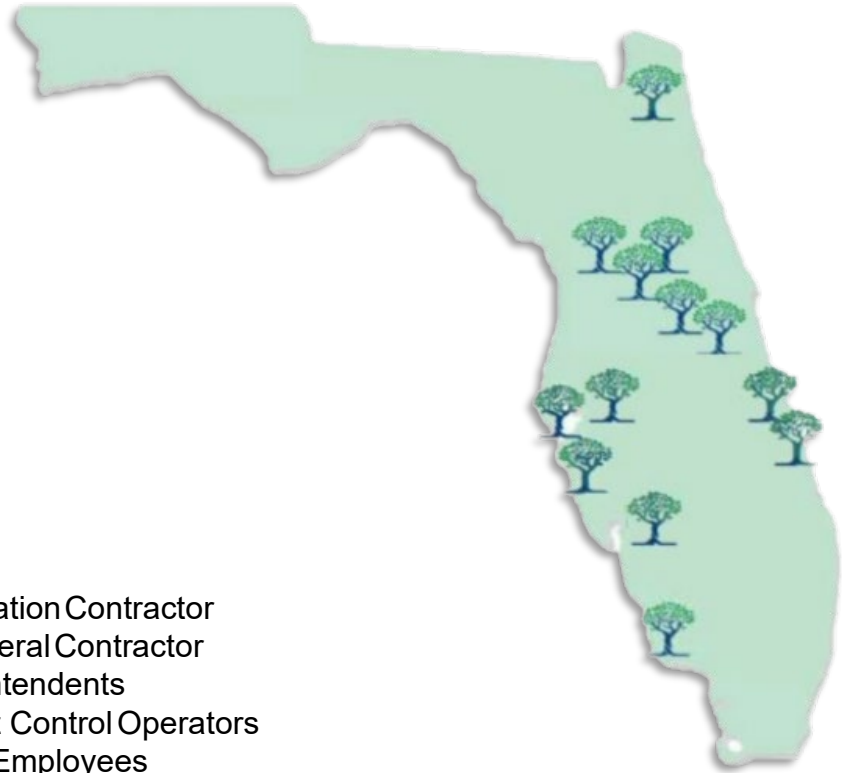


Proven Success/Continued Growth

Company Credentials

- **13 Branches Throughout Florida**

- o Fort Myers
- o Fort Pierce
- o Jacksonville
- o Kissimmee
- o Lake Nona
- o Maitland
- o Mount Dora
- o Naples
- o Ruskin
- o Sarasota
- o Tampa
- o Vero Beach
- o The Villages



- **1400+ Employees**

- o Certified State Licensed Irrigation Contractor
- o Certified State Licensed General Contractor
- o Certified Golf Course Superintendents
- o Certified State Licensed Pest Control Operators
- o Certified Rain Bird Maxicom Employees
- o Certified Arborists
- o Certified Horticulturists
- o Certified Employees in Maintenance of Traffic
- o Green Industries Best Management Practices
- o On-Staff Mechanics (Certified Diesel Mechanics, Certified 2-Cycle Mechanics)

- **450+ Employee Vehicles**

- o Maintenance/Construction Trucks/ Irrigation Vans (Managers/Crews)
- o Large Semi-Trucks, Goose Neck Trucks, Equipment Repair Trucks



Approach and Recommendations

After touring the site and reviewing the scope, it is understood that extreme quality and consistency are paramount for LT Ranch Community Development District. It is our belief that this is achieved through a regimented plan, broken out below, consisting of detailed timelines explaining actions to be taken to provide the best possible property conditions. We feel, if awarded the contract, our key points at the LT Ranch Community Development District will be:

- Upon Award we implement our 30-60-90-day transition plan (example attached)
 - Conduct soil samples and water quality tests are performed immediately and prior to start, if possible.
 - Site specific Agronomics plan will be designed and implemented day one using formulations resulting from these tests and in line with contract specifications.
- Initial transition “Walk the site” with LT Ranch Community Development District.
- Implementation of work order system on first day.
- Conduct Plant and Turf health Evaluation.
- Irrigation System Evaluation-this is a full audit including infrastructure.
- Review Safety concerns and existing damages.
- Confirm Mow and Trim Detail schedules – Maps- (examples attached).
- Report Initial Assessment Report Information with corrective action recommendations to LT Ranch Community Development District.
- DTE to Provide LT Ranch Community Development District with site specific agronomics plan and schedule.
- Discuss irrigation system deficiencies with recommendations for proper corrections.
- Discuss Landscape issues and Concerns with recommendations for proper corrections.
- Communicate with LT Ranch Community Development District to make sure we are moving in the right direction for our new long-term partnership.
- Implement monthly ride thru inspections.
- Manage work orders effectively with LT Ranch Community Development District or DTE Work Order System powered by MaxPanda.

1. Approach to Pruning

Down To Earth will implement a trimming schedule that allows us to keep all areas looking beautiful and well kept. This schedule is designed so when we leave a section of the property, everything in that section is complete. Our staff that will be transferred into LT Ranch Community Development District are trained to prune using horticultural best practices. Some existing plant varieties will require selective pruning rather than shearing techniques to allow proper plant growth and health.

- Pruning will be performed as needed to remove dead material, promote healthy growth, best possible aesthetic appeal and to keep plant material from spreading over curbs, walkways, streets, parking areas and up walls.
- Natural growth pattern will be promoted as much as possible. However, special pruning of materials, which may inhibit sight at intersections or passage at certain areas, light fixtures, will be performed. Safety for our employees and customers is our #1 priority. There are many areas within LT Ranch Community Development District that will require this type of pruning.



2. Approach to Pest, Weed and Disease Control

- Insects and pests can play a detrimental role in ruining a community's landscape. Down To Earth takes pride in performing proactive measures to make sure that trees, plants, and turf are not compromised by a preventable disease or infestation. Our team utilizes Integrated Pest Management and utilizes industry leading pest control practices. We log all issues into our program and implement systemic approaches to prevent a reoccurrence of the same issue.
- Down to Earth uses trained personnel to focus on weed control. These individuals have been instructed and certified to apply 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. Concrete crack weeds are also sprayed or removed during each detail rotation or as needed.

3. PM of Irrigation Systems

Irrigation is the most vital procedure to ensure a healthy-looking landscape year-round. This is precisely why Down To Earth takes meticulous measures to employ the most knowledgeable and experienced managers and technicians. Here is an example of how we provide Best in Class Irrigation Services:

- Once our detailed assessment of LT Ranch Community Development District irrigation system is complete, we will implement programming that maximizes the water output within the restrictions aloud along with reducing the wear and tear on the infrastructure. Water velocities, psi, and pump capacities are just some of the specifications we will use to develop this programming.
- Within the limitations of water use allocations and applicable water restrictions, all landscaping will receive irrigation for proper growth and a turgid, vigorous appearance. Where necessary to maintain high value plantings, watering will even be done by hand, if required.
- Irrigation systems and components will be monitored to ensure that proper coverage is always achieved.
- Upon completion of watering by automatic irrigation systems, erosion, puddling, or excessive runoff will not be evident.
- Watering frequencies and duration's will be adjusted to insure healthy growth and prevention of disease and pest damage.
- Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights to be done to insure proper coverage.
- The Down To Earth will be responsible for staying abreast of all governmental water restrictions, which may be imposed.
- All irrigation systems to be thoroughly inspected at a minimum of one time per month.
- Only approved heads and nozzles will be used for all updates.
-

4. Mowing

- After our many site inspections of LT Ranch Community Development District, we feel we have developed with a best-in-class plan to purchase the right equipment to mow all areas most efficiently, safely, and at top quality cutting. We will make an investment on the front end to ensure a long partnership with LT Ranch Community Development District.



5. Quality Control – A Dedicated team will be assigned to maintain Quality at your property.

- We will have a full-time Account Manager on site at LT Ranch Community Development District ensuring that our schedules are kept, scope of services are completed, and that the LT Ranch Community Development District is maintained, looking beautiful. We will maintain an open line of communication so the management at LT Ranch Community Development District know exactly what is going on at all times. Our DTE staff have already begun to log site conditions such as some existing turfgrass root rot, heat stress, and bug infested shrubs. These issues will be incorporated into our 30/60/90 plan so our account manager and crews will know how to tackle and approach the property on day one.

6. Staffing levels:

- Please refer to the staffing plan provided on a separate sheet. Our staffing plan is based on results from our experienced Account and Branch manager’s site visits, take-offs using GIS based technology along with and actual current maintenance contract comparisons allowing us to be exceptionally accurate regarding the number of crew we will require full-time on site.

7. Down To Earth

- When we say, “**ICARE**”, it is backed with the full confidence of knowing that our staff embodies **Integrity, Community, Accountability, Relentlessness, and Excellence**. Our highest-skilled and trained landscape technicians will be onsite to care for your property each day. Our staff of certified horticulturalists, arborists, pest control operators, irrigation specialists, landscape designers, and equipment operators are committed to creating the healthiest and most vibrant landscape possible for your community.

- Integrity:** We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.
- Community:** We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.
- Accountable:** We meet our commitments to each other and to our valued customers and act if we fall short of expectations.
- Relentlessness:** We are constant in our efforts to provide solutions to customers and to satisfy their needs.
- Excellence:** We strive to deliver best in class quality and safety while improving our services and results every day.

Respectfully,

Tom Trombly

Regional Director
of Operations
(321) 263.2700
tom.trombly@down2earthinc.com
www.dtelandscape.com



Professionals Who Care

Meet Your Team

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with personnel that care and offer services that exceed client expectations.

When we say, “Experience the Down To Earth Difference”, it is backed with the full confidence of knowing that only the highest-skilled and trained landscape technicians will be onsite to care for your property each day. Our staff of certified horticulturalists, arborists, pest control operators, irrigation specialist and equipment operators are committed to creating the healthiest and most vibrant landscape for you possible.

Regional Director



Tom Trombly

Here to oversee entire team and operations for your property.

- Tom.Trombly@down2earthinc.com
- (239) 580-8785

Branch Manager



Carson Matthews

Here to ensure the highest quality and efficiency for your maintenance program.

- Carson.Matthews@down2earthinc.com
- (941) 302-4647

Business Development



Nathan Peirce

Committed to providing a smooth client onboarding process and providing information on services and contract details.

- Nathan.Peirce@down2earthinc.com
- (813) 597-4419

Account Manager



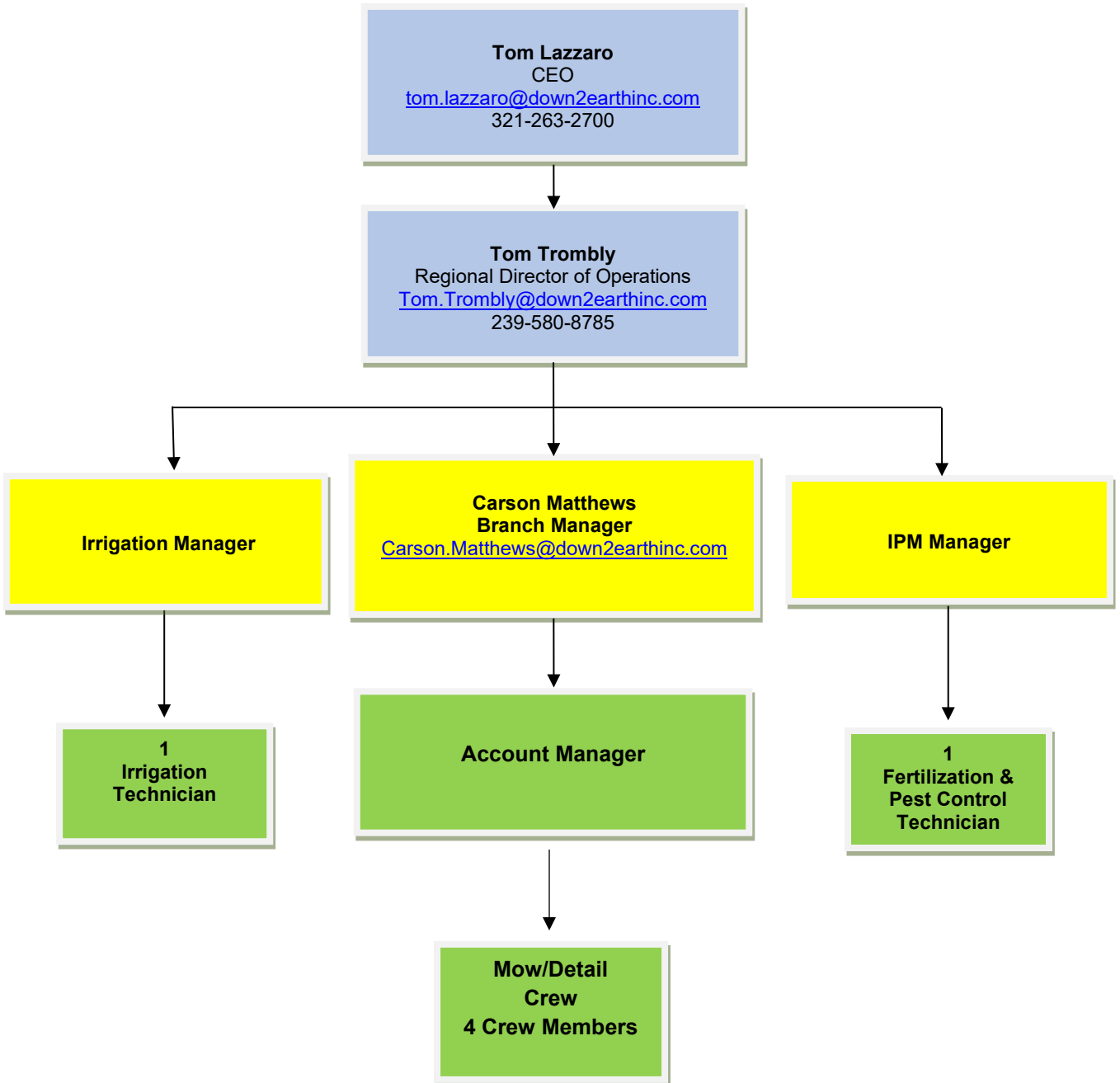
TBD

Your primary point of contact who will attend to your client needs and directly manage your onsite maintenance crew.



LT RANCH COMMUNITY DEVELOPMENT DISTRICT

Staffing Plan



Tom Trombly

Regional Director of Operations – Southwest Florida

Qualifications

- FNGLA Certified
- Exceptional customer service skills
- Responsible, dependable, ambitious, and quality driven
- Received promotions & awards due to outstanding work performance
- Expertise in staff & crew management
- Completion of certified training for Green Industries Best Management Practices (BMP)
- Computer knowledge: Word, Excel, Outlook, AutoCAD, Spireon, NetSuite, QuickBooks, and SYNCrew
- Certified Florida water star
- Toro irrigation certified technician (Golf)
- Heavy equipment operators license
- Restricted use pesticides license
- Certified landscape designer-2005
- Turf grass management certification-2001
- CDL-Hazardous carry certification
- VTC-Electrical engineering-1999-2001

Work Experience

(2017–Present) Down To Earth

Title – Regional Director of Operations – South Florida

- Managed the successful operation of several branches and service lines within a designated region. Service lines include fertilization and spray operations, landscape maintenance and installation, arbor care, horticulture and irrigation programs. Delivered the P&L through effective operational execution. Specialized in customer retention, delivering quality services, reduction of labor costs & material costs, and driving enhancement business opportunities. Developed Branch Managers, Account Managers, and their teams. Enabled people in those roles to hit the Company KPI. Evaluated branch and customer level performance and delivered improvements with a supporting plan of action, carried through to delivery with the branch leadership. Developed strong partnerships and long-term relationships with clients.

(2013–2017) Florida Evergreen Landscape & Irrigation

Title - Senior Vice President/Managing Partner

- Planned and managed branches to perform work according to deliverables. Set the strategic plans, goals and vision. Created and implemented best practices effectively using technology, labor and equipment with accountability and key performance metrics. Continually improved branch offerings, operations, crews, equipment and performance to maximize revenue and profitability. Developed new business, renewals and enhancements. Ensured customer satisfaction to improve relationships and prompt responses to all client communications resolving complaints in a professional manner. Responsible for all financial aspects including P&L, budgets, cost controls, goals, revenue, equipment, material and labor. Implemented best practices for managing financial aspects, reports, schedules, labor, tracking performance, equipment and assets as well as implementing corrective actions to increase revenue and profitability.



(2006-2013) Earthcare Landscape Services

Title – Director of Operations

- Responsible for all business operations, sales productivity and direct management of 60 employees and over 300 accounts, while providing excellent organizational, leadership, communication, and time management skills, as well as overseeing the Landscape Supervisors, Account Managers, Irrigation Managers, and Productions Managers. Main point of contact for all high-profile customers and premier accounts (4M in reoccurring revenue)

(2004-2006) Trombly's Greenhouse & Landscaping

Title – General Manager

- Established, implemented and monitored departmental goals and objectives. Planned and coordinated resources among all business functions from propagation through fulfillment. Maintained staffing levels to facilitate business functions; ensured appropriate training and work expectations were provided. Operated within the confines of budgets, and schedules. Developed and managed business unit P&L. Communicated financial performance to Ownership. Lead/facilitated process and quality improvement initiatives. Coached employees and supervisors in horticultural and business practices. Complied/enforced all safety rules and all PPE required for the task(s).

(2002–2004) Savalawn

Title – Agronomics Manager of the Lawn Care Division

- Managed the IPM, fertilization, and pest control program within a designated territory. Responsible for developing strong relationships with internal and external clients, managed & customized agronomy plans to best suit the needs of clients, and effectively managed operations teams.

(2001–2002) Valleycrest Companies

Title – Superintendent

- Oversaw the maintenance, equipment, associated budget, capital plans, and grounds crew of the Swanson Meadows Golf Course. Ensured that the agronomic practices of the turf grass throughout the course and practice facilities were healthy and maintained to established standards. Developed budgeting and capital plans. Managed expenses within the department in accordance with the property directive and provided timely and accurate reporting of all financial and non-financial information as directed.

(2000–2001) Valleycrest Companies

Title – Assistant Superintendent

- Assisted with management, direction, and leadership of all golf course and grounds operations at Swanson Meadows Golf Course. Assisted with the grow in and start-up of 3 sister golf courses. Ensured the goals of both the department and the Clubs were met. Supervised the maintenance and repair of motorized and other mechanical equipment. Responsible for the supervision of the crews, delegation and follow up of the daily crew work assignments.

(1995-2000) Trombly's Greenhouse & Landscaping

Title – Landscape Manager

- Acquisition & management of landscape contracts, ensuring customer satisfaction, coordination of personnel, equipment & facility resources, as well as employee training & development.



Carson Matthews

Branch Manager - Sarasota

Qualifications

- Account Manager with 10+ years working in landscape industry
- Very strong work ethic, exceptional sales skills and a successful track-record of growing sales revenue
- Self-motivated manager with effective inside sales techniques

Work Experience

(2018 - Present) Down To Earth

Title- Branch Manager

- Currently oversees properties in 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.

(2010 - 2018) Brightview Landscape

Title- Account Manager

- Managed a portfolio of 25+ accounts totaling \$1 million +/-year in sales
- Developed and maintained relationships with customers in and out of portfolio
- Presented ancillary sales to customers inside and out of portfolio
- Supervision of production manager and crews
- Manage service delivery to specified scope of work
- Develop accurate estimates for both new and existing clients as needed
- Facilitate the resolution of customer problems or concerns involving contractual agreement
- Managed Chemical department for branch, involving scheduling, ordering of product and executing contractual agreement

(2007 - 2010) Bloomings Land and Turf Management

Title- Spray Technician

- Measured and adjusted chemical feed rates
- Performed minor mechanical work and routine equipment maintenance.
- Implemented process changes.
- Made appropriate repair recommendations for malfunctioning equipment.
- Directly supervised all trucks and crews.
- Procured materials and supplies to complete daily tasks.

Education and Certifications

Abraham Baldwin Agriculture College

- Associate of Applied Science – Plant Science
- Certified Pest Control Operators License



Shane Parrish

Director of Irrigation

Qualifications

- 20+ Years of irrigation and landscaping experience.
- Knowledge of AutoCAD, Interpreting Blueprints and Various Stages of construction and design.
- Certified Rain Bird Maxicom installer and controller
- Rain Bird Maxicom and Rain Bird Site Control Experience including initial field construction and installation, troubleshooting and repair, complete site data set-up, and Central Control Monitoring.
- CLIA – Certified Landscape Irrigation Auditor
- Certified Toro Osmac
- Certified Baseline Contractor
- Certified Rain Bird 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 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



Bruce Warsaw

Director of Fertilization & Pest Control

Qualifications

- 16 Years Management Experience in the Landscape Maintenance Industry.
- 25 Years' Experience in the Florida Landscape Maintenance Industry.
- Department of Agriculture and Consumer Services
- Certified Pest Control Operator
- ID# JF9072 (Certified since July 1998)

Work Experience

(2021- Present) Down to Earth (Mount Dora, Florida)

Title- Director of Fertilization & Pest Control

- Oversee the implementation of Down to Earth's Lawn and Ornamental program
- Lead and support multiple Lawn and Ornamental Specialists
- Ensure the safe and accurate application of fertilizer, 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.

(July 2007- Present) Down to Earth LLC (Mount Dora, Florida)

Title- Branch Manager / Certified Operator in Charge

- Overseeing general maintenance and installation crews.
- Overseeing fertilizer and pest control for Down to Earth Central Florida Market.
- Provided all maintenance billing on a monthly basis.
- Completed work orders for the client and residents on a weekly basis.
- Responsible for ordering all chemicals and fertilizers from 2009-2012.
- Perform weekly property inspections to maintain customer expectations.
- Coordinate and instruct crews to maintain and exceed customer expectations.
- Promoted from technician to pest control manager within 2 years of service.

(May 1991-July 2007) TruGreen Lawn care (Orlando, Florida)

Title- Service Manager

- Oversee the daily operation of the residential, commercial department.
- Operations and Branch Manager experience.
- Responsible for accomplishing daily, weekly, and monthly revenue goals.
- Creating and Operating Annual Branch Budget.

(March 1988-May 1991) Agri-Services Co.

Title-Chemical Applicator

- Applications of agriculture products large acreage farms
- General Maintenance to equipment
- General day to day fertilizer plant operations

Education

(1981-1984) Parkland Community College (Champaign, Illinois)

Associates in Applied Science



From Seed to Scenic

Your Full-Service Landscape Partner

As a leading full-service landscape, irrigation and landscape construction company proudly serving multiple regions across Florida for more than 30 years, Down To Earth specializes in large-scale commercial, residential and resort services.

In addition to the latest maintenance techniques, we also provide a diversified range of specialty services guaranteed to accommodate any project – and exceed client expectations.

From design and installation to ongoing maintenance, we can enhance *any* property!

Design & Construction

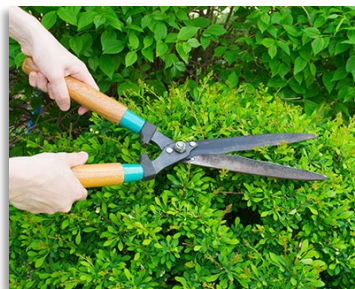


Custom design/development plans including:

- Concept
- Drainage
- Lighting
- Plant Palette
- Planting Plan
- Enhancements



Maintenance



Professional recurring service regimens tailored to your needs:

- Mowing
- Trimming, Pruning, Edging
- Fertilization
- Pest Control
- Mulching



Irrigation



Professional services by licensed irrigation technicians:

- Design and Install
- Inspections and Audits
- Full Water Management
- Repairs and Upgrades



Full-Service Golf Course Maintenance and Construction



More information at

www.dte.golf



Healthy Landscapes By Hand

Maintenance Service Outline



Mowing

Down To Earth uses size specific mowers for each turf variety and area based on site conditions. We train personnel to take special care not to damage plant material or property while mowing and prevent clippings from discharging into bodies of water or landscaping mulch beds and tree rings.



Trimming & Edging

Trimming: Mechanical string trimmers will be used during all mow cycles around all obstacles the mowers cannot service.

Edging: Mechanical edgers are utilized during all mow cycles for hardscapes and landscape bed edges (plant beds, trees, curbs, buildings, etc.) to maintain their design intent and ensure clean, crisp lines.

Debris Blowing: Mechanical blowers will be used after each mow/detail cycle to clean serviced areas.



Irrigation

Irrigation is the most vital procedure to ensure a healthy-looking landscape year-round. This is precisely why Down To Earth takes meticulous measures to employ the most knowledgeable and experienced managers and technicians possible.





Tree Pruning

Down To Earth implements a precise technique that is individualized for each tree variety and timing based on the required specifications.

NOTE: Down To Earth staffs certified arborists to manage all tree care.

Palm Pruning

- All palm trees up to a maximum height of 12'
- Dead fronds/spent seed pods removed
- Thoroughly detailed (all fronds trimmed to lateral position) twice annually

Crape Myrtle Pruning

- All crape myrtle trees up to a maximum height of 12' overall pruned/shaped each February to promote vigorous blooming (and to maintain desired size/shape)
- Individual branches individually trimmed back to wood no larger than 1/2" in diameter
- All sucker branching, seedpods and ball moss removed



Shrub Detailing

Down To Earth is experienced in dealing with large maintenance-free communities. When doing so, we create a detailed map of all service areas and divide it into color-coded sections. These sections will then be placed on a rotation with a specific detail crew assigned for each area.





Fertilization

Down To Earth mandates the use of proper fertilization techniques by state-licensed expert professionals in every community that we service.

NOTE: All sidewalks, roads, curbs and patios will be blown clean of any granular fertilizer after application to minimize staining.



Pest/Weed Control

Insects and pests can play a detrimental role in ruining a community's landscape. DownTo Earth takes pride in performing proactive measures to make sure that trees, plants and turf are not compromised by a preventable disease or infestation. Our team utilizes Integrated Pest Management and utilizes industry leading pest control practices.



Weed Control

Down to Earth uses trained personnel to focus on weed control. These individuals have been instructed and certified to apply 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.





Mulching

When installed properly, mulch can enhance the beauty of a landscape quickly and efficiently. Added benefits of proper mulching suppresses weeds, prevents soil moisture loss, improves soil structure, and adjusts the pH improves soil nutrition.



Annual Flowers

Annual flowers tend to become the focal point of a landscape when present in a community. As such, it is one of Down To Earth's top priorities to make sure these plants remain in a quality condition. If required, we will also use a 1" thick layer of pine fines at the top of all annual bedding during every rotation to enhance their aesthetic.



Program Overview (If Included)

Seasonal Color: 4" pots planted in the following recommend schedule to correspond with the associated installation period:

- January - March = Annuals
- April - June = Annuals
- July - September = Annuals
- October - December = Annuals



Merging Tradition and Technology

State-Of-The-Art Service

Florida's family-owned and leading full-service commercial landscape company, [Down To Earth Landscape & Irrigation](#), leverages the latest technology and expert staff to deliver best-in-class service to each and every client. Serving our customers for **more than 30 years**, we stay on the cutting-edge of landscaping, fertilization and pesticide practices, irrigation systems and communication. A commitment to embrace the tools of the future while staying rooted in traditional customer service principles is a key component to deliver superior work and exceed client expectations.

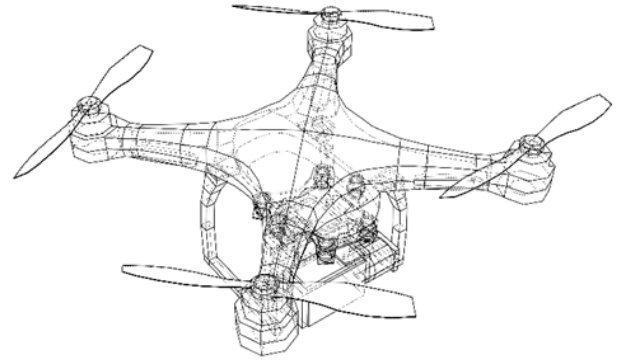
Down To Earth actively partners with equipment manufacturers, fertilization/pesticide companies and technology providers to directly incorporate their products into our services. As just one example, we frequently consult with the [University of Florida Institute of Food and Agricultural Sciences \(UF/IFAS\)](#) to enhance our fertilization formulas and schedules. This allows us to custom blend fertilizers based on soil samples, water quality, water availability and climate.

When it comes to tree care, Down To Earth has implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered [International Society of Arboriculture \(ISA\) Certified Arborists](#). This enables us to remain at the forefront of botanical practices to optimize proper pruning, trimming and other services to nurture entire landscapes.

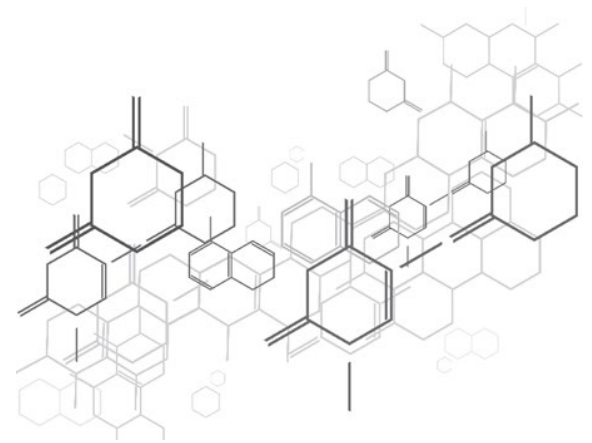
Our approach to pest control goes far beyond just spraying bug killer all over your community as we actively practice world-class [Integrated Pest Management \(IPM\)](#). IPM is a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks. Results are less intrusive on the environment and safer for residents and pets.

IPM Benefits

- **Sustainable**
- **Science-Based**
- **Minimal Health Risks**
- **Less Environmentally Intrusive**



UF | IFAS
UNIVERSITY *of* FLORIDA



Crop Scouting



Company Equipment List

Augers/Tillers for Annual Beds	30	PSI Washer	30
Dump Trailer	23	Pull Behind Buffalo Blower	23
Dump Trailer with Large Leaf Vacuum	2	Roller	2
Dump Trucks	3	Semi with Drop Trailer	3
Enclosed Trailer	98	Service Truck	3
GMC/Chevy 1500 Crew Cab	35	Skid steer	2
GMC/Chevy 2500 Extra Cab	89	Smithco Sprayer (Fert/Pest)	15
GMC/Chevy Van	12	Sodcutter	15
Golf Cart	60	Stihl Backpack Blowers	600
Hustler 104" Commercial Mower	3	Stihl Edgers	375
John Deere 21" Commercial Mower	60	Stihl Long Trimmers	375
John Deere 36" Commercial Mower	53	Stihl Medium Trimmers	300
John Deere 48" Stand Up Mower	15	Stihl Pole Saw	120
John Deere 60" Commercial Mower	225	Stihl Short Trimmers	225
John Deere 72" Commercial Mower	128	Stihl Weed eaters	375
John Deere Gator Spray Unit (Fert/Pest)	23	TCM Loaders	20
John Deere Gators (2 Seat)	38	Toro Side Winder	3
John Deere Gators (4 Seat)	15	Tractor with Bushhog	6
8' Ladders	113	Tractor with Disk	2
Large Isuzu Truck with Landscape Bed	3	Trenchers	14
Large Truck with Gooseneck Trailer	5	Vortex Blower	38
Leaf Vacuum	5	Water Trailer	6
8' Open Trailer	48	Water Truck	3
20' Open Trailer	45	"Z" Sprays (Fert/Pest)	14



Communication is Key


Customer Service & Communication

As open communication is integral to client satisfaction, we have implemented a variety of ways to make our team available when you need us most.

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 been equipped with email access via phone or through their vehicle laptops. We strictly enforce a one-day turn-around time for all correspondence

Additionally, we also have integrated the MaxPanda Work Order system into our central operations hub. This sophisticated software features a suite of tools that allow us to track properties in real time and stay ahead of client requests to keep your priorities front and center.

Through access on our website, homeowners can report issues, ask questions, and provide direct service feedback. Responses on all related inquiries will be made within two business days (48 hours) or less.



Customer Care Form

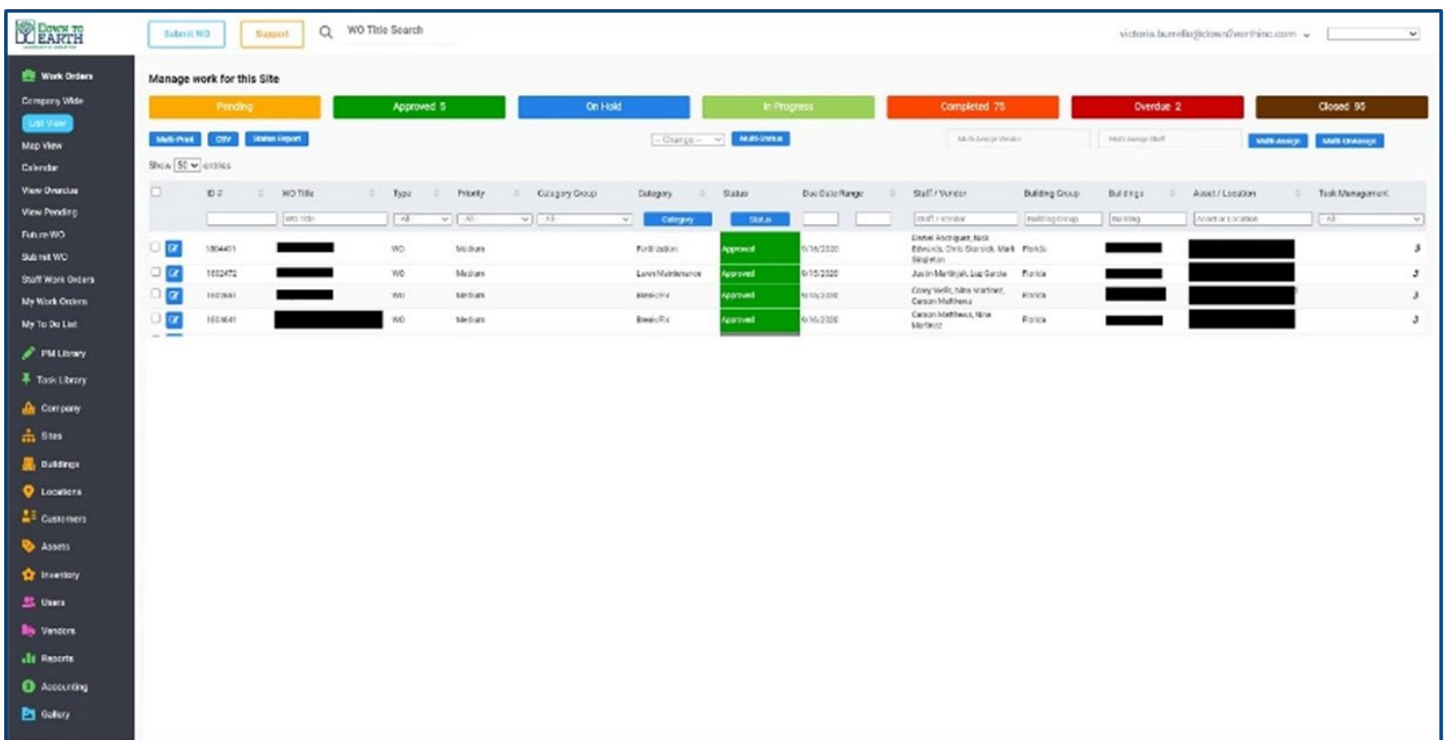
Request Type *	<div style="border: 1px solid #0056b3; padding: 5px;"> Select Category ▼ <div style="border: 1px solid #0056b3; background-color: #e6f2ff; padding: 2px;">Select Category</div> Break/Fix Design Consultation Fertilization General Question Irrigation Landscape Lawn Maintenance Lighting Mulch Pest Control Tree Trimming Weed Control </div>
Requestor's Email *	<input type="text"/>
Property Address	<input type="text"/>
Request Details *	<input type="text"/>
Requestor's Name *	<input type="text"/>
Requestor's Phone # *	<input type="text"/>
Alternate Contact	<input type="text"/>
Alternate Phone #	<input type="text"/>
State *	<input type="text" value="Start typing to search Building Group beyond 500"/>
City *	<input type="text" value="Start typing to search Building Group beyond 500"/>
Contact via Phone? *	<input checked="" type="checkbox"/>
Files <small>10 MB File Size Limit</small>	<input type="button" value="Choose Files"/> No file chosen <div style="border: 1px solid #ccc; height: 20px; margin-top: 5px;"></div>



Customer Service: MaxPanda Interface



- Real-time property tracking
- Work orders can be created in website portal
- Submitters receive email alert notification as orders are serviced
- Business cards/instructional flyers provided to all residents
- Reinforces accountability
- Improves client/vendor communication



ID #	WO Title	Type	Priority	Category Group	Category	Status	Due Date/Range	Staff/Vendor	Building Group	Buildings	Asset/Location	Task Management
180401	[REDACTED]	WO	Medium	Fertilization	[REDACTED]	Approved	6/16/2020	Edwin Rodriguez, Nick Edwards, Chris Garlick, Mark Simpson	Florida	[REDACTED]	[REDACTED]	3
182242	[REDACTED]	WO	Medium	Lawn Maintenance	[REDACTED]	Approved	6/15/2020	Juan M. Mariscal, Lisa Garcia	Florida	[REDACTED]	[REDACTED]	3
182361	[REDACTED]	WO	Medium	Annual	[REDACTED]	Approved	6/16/2020	Corey Seitz, Nabea Ibrahim, Carson Matthews	Florida	[REDACTED]	[REDACTED]	3
182461	[REDACTED]	WO	Medium	Annual	[REDACTED]	Approved	6/16/2020	Carson Matthews, Nabea Ibrahim	Florida	[REDACTED]	[REDACTED]	3

[Maxpanda Interface \(click for enhanced view\)](#)



Company Safety Plan

Down To Earth understands that safety is the number one priority for both you and our employees. As such, all personnel wear the following necessary protective equipment during the performance of their duties:

- Protective clothing, reflective, high visibility shirts and safety vests
- Protective eye wear or face shields
- Respiratory protection (as necessary)
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- 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)

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



**Long-sleeve Enhanced
Visibility Shirt**



**Class 2 High-
Visibility Vest**



PPE



**Industrial
Work Pant**

Required Safety Items for Each Crew

- Orange cones (all crews)
- Orange triangles (all mowers/equipment)
- Strobe lights (all vehicles/carts)
- "Men Working Ahead" signs (roadway crews)
- Arrow message boards (roadway crews)
- Fire extinguisher (all crews)
- First aid kit (all crews)
- ANSI Class III safety vests (company provided)
- Safety glasses (company provided)
- Work gloves
- Hearing protection (company provided)
- Steel toe boots
- Hard hats (company provided when required)

Safety Training Program & Traffic Control

Down To Earth acknowledges that proper employee training is essential for maintaining your property at the highest level. As such, we take several steps with new employees to ensure they are qualified to perform landscape duties that match our rigorous standards. We also 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.

Hiring Program

- Mandatory drug screening prior to employment – zero tolerance policy.
- Upon hiring, each employee is given a two-week training period to make sure they know basic landscape maintenance techniques and can operate machinery properly.

Safety Training Program

- Each employee views a mandatory video on preventing injuries in the workplace.
- Use of safety uniforms, vests, hats, glasses and earplugs are strictly enforced.
- Employees participate in an equipment training program demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- All Fertilizer/Pest Control Applicators must take the Florida Best Management Practices Class and stay up to date on continuing education units.

Preventative Maintenance Program

- Participate in 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)



Disaster & Storm Relief Protocol

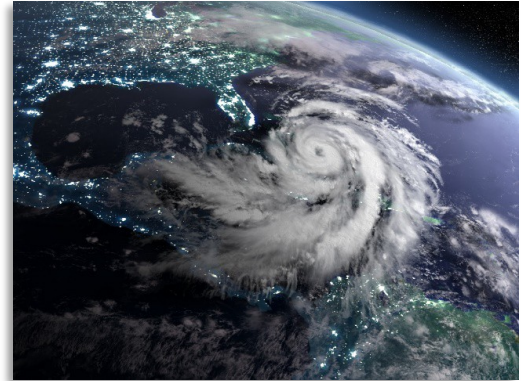
Down To Earth understands firsthand the unpredictability of weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.

Supplemental to our current maintenance staff in Central Florida, we also are equipped with roaming Quality Control Crews that are available at any time to restore your property to pre-disaster condition. Additionally, our Landscape & Irrigation Installation Division works throughout the state year-round and is always ready to provide assistance.

While adequate manpower is essential, having the necessary equipment plays just as large of a role for performing effectively in these types of extreme situations. That is why we maintain a certain number of loaders/machines that are ready to deploy as needed at a moment's notice.

For more than 30 years, our track record has proven that we will do everything necessary to protect our clients' interests and eliminate stress during hurricanes, storms, and frost. One way we achieve this is by implementing preventative measures that work to lessen direct impacts. These include pre-storm tree trimming, removal of loose debris to avoid wind damage and covering plants with frost cloth.

When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.



Licenses & Certifications

UF IFAS
Certificate of Training
BEST MANAGEMENT PRACTICES
Florida Green Industries
Thomas S Lazzaro

Has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agriculture Sciences.

Date of class 6/13/2021

Certificate #	Trainee ID #
GV917082-1	GV917082

STATE OF FLORIDA
Department of Business and Professional Regulation
CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MILLER, TROY AUSTIN
DOWN TO EARTH
8850 CORPORATE SQUARE COURT
JACKSONVILLE, FLORIDA 32216

LICENSE NUMBER	Expires
SCC131152240	August 31, 2022

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

Date	File No.	Expires
June 4, 2021	JF206389	June 1, 2022

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2022**

LEONARD RICHARD PHELAN
3043 MANDOLIN DR
KISSIMMEE, FL 34744

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

Date	File No.	Expires
March 05, 2021	LF252831	November 23, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 23, 2024**

PAUL KATTICK
PO BOX 738
TANGERINE, FLORIDA 32777

STATE OF GEORGIA
ABRAHAM BALDWIN AGRICULTURAL COLLEGE
A Unit of the University System of Georgia

ASSOCIATES OF APPLIED SCIENCE IN
ENVIROMENTAL HORTICULTURE TECHNOLOGY

Together with all the rights, privileges, and honors appertaining thereto in consideration of the satisfactory completion of the studies required by the College for a Major

in
Golf Turf Management

TRAVIS CHRISTOPHER ANDERSON
Completion Date: July 28, 2005

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST

RONNIE HUGHES

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

FL-6761A	18 Aug 2015	31 Dec 2021
Certified Number	Certified Since	Expiration Date





GV917082-1
Certificate #

GV917082
Trainee ID #



Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Thomas S Lazzaro

has successfully completed 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.

Tom Wichman
GI-BMP Statewide Coordinator

T. Wichman

Instructor

6/13/2021

Date of Class

Esen Momol, Ph.D.
Director Florida-Friendly Landscaping™ Program



Ron DeSantis, Governor

Julie I. Brown, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARRISH, SHANE

DOWN TO EARTH

27185 COUNTY ROAD 448A

MOUNT DORA FL 32757

LICENSE NUMBER: SCC131152593

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.


This is your license. It is unlawful for anyone other than the licensee to use this document.


INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Ronnie Hughes

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




Luana Vargas
Director of Credentialing Services
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

FL-6761A
Certification Number

18 Aug 2015
Certified Since

31 Dec 2021
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

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

Date File No. Expires
June 17, 2021 JF9270 June 1, 2022

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2022

BRUCE WARSAW
900 BISHOP DR
ALTAMONTE SPRINGS, FL 32701

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

BRUCE WARSAW
CERTIFIED PEST CONTROL OPERATOR

JF9270

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2022

Nicole Fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
May 4, 2021	LF252831	November 23, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: **November 23, 2024**

PAUL KATTICK
P O BOX 738
TANGERINE, FL 32777

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

PAUL KATTICK
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF252831

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING **November 23, 2024**

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

W-9 Certificate

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SSS Down To Earth OPCO II LLC

2 Business name/disregarded entity name, if different from above
Down To Earth

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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.
2701 Maitland Center Parkway, Ste 200

6 City, state, and ZIP code
Maitland, FL 32751

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[] [] [] - [] [] - [] [] [] []

or
Employer identification number
3 7 - 1 8 3 4 6 0 7

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 and 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 ▶ 1/21/21

General Instructions

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

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

Purpose of Form

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

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

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

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



COI Certificate

Client#: 75192

SCGPA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2021

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

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

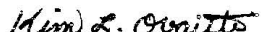
PRODUCER Acrisure dba Gulfshore Ins SWF 4100 Goodlette Road N Naples, FL 34103 239 261-3646	CONTACT NAME: Michelle Kalicharan PHONE (A/C, No, Ext): 239 435-7143 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Pennsylvania Manufacturers Assn Ins Com</td> <td>12262</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td>S1123</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 : Pennsylvania Manufacturers Assn Ins Com	12262	INSURER B : Evanston Insurance Company	S1123	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED SSS Down to Earth Opco II, LLC dba Down to Earth II P.O. Box 738 Tangerine, FL 32777														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:100000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3021751268333	03/01/2021	02/28/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1521751268333	03/01/2021	02/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			MKLV7EUL101936	03/01/2021	02/28/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2021751268333	02/28/2021	02/28/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, A dditional Remarks Schedule, may be attached if more space is required)
Physical Address: : 15207 59th Ave East, Lakewood Ranch, FL 34211.
Certified Operator: Michael Kibbe Brickett, JF #257042.

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

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Workers' Compensation Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2020

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

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

PRODUCER Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	CONTACT NAME: Todd George PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 FAX (A/C, No): E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Zurich-American Insurance Company NAIC # 16535	
INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Workforce Business Services, Inc. Alt. Emp: SSS Down to Earth OPCO II LLC dba: Down to Earth II 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	


COVERAGES **CERTIFICATE NUMBER:** 20FLO79994500 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below SOG Partners- Inactive	Y/N	N/A	X	WC 90-00-818-10	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/31/2020	12/31/2021	Client# 054887	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for only those co-employees of, but not subcontractors to:
 SSS Down to Earth OPCO II LLC dba: Down to Earth II
 2701 Maitland Center Parkway #200
 Maitland, FL 32751

Endorsements: Waiver of Subrogation

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

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Maintenance Projects & References

Village Walk / Enclave at Lake Nona

8524 Insular Ln. Orlando, FL 32827

Tom Rose

Phone: (740) 525-0913

Email: wwinpresident@gmail.com

Michael Henry

Phone: (850) 368-2931

Email: michael.henry@grandmanors.com

Time: May 2014 – Current

Value: \$2,573,484.00

We offer full-service landscape maintenance, irrigation fertilization and pest control of the master association and all subdivisions consisting of 1400+ homes.



Kindred CDD

1508 Park Side Ave. Orlando, FL 34744

c/o Rizzetta & Company

Richard Hernandez

Phone: (407) 472-2471 Ext. 0864

Email: Rhernandez@rizzetta.com

Time: February 2020 - Current

Value: \$350,000.00

We offer full-service landscape maintenance, irrigation, fertilization, and pest control for Kindred CDD.



Kings Ridge Master Association & HOAs

1900 Kings Ridge Blvd. Clermont, FL 34711

c/o Leland Management

Flory Barahona

Phone: (352) 223-3580

Email: fbarahona@lelandmanagement.com

Time: February 2011 – Current

Value: \$950,000.00

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



TSR CDD - Starkey Ranch

2500 Heart Pine Ave, Odessa, FL 33556

c/o Governmental Management Services LLC

Matt Call

Phone: (813) 785.7959

Email: matt.call@mylandteam.com

Time: 2019 – Current

Value: \$1,261,052.00

We offer full-service landscape maintenance, irrigation, fertilization, and pest control for all common areas throughout the community.



Community Development District Projects

The Villages Community Development District

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



Narcoossee Community Development District

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

Lakewood Ranch Community Development District 1

- *Bradenton, Florida*

Sumter Landing Community Development District

- *The Villages, Florida*



Shingle Creek Community Development District

- *Orlando, Florida*

Stoneybrook South Community Development District

- *Kissimmee, Florida*

Sawgrass Bay Community Development District

- *Clermont, Florida*



Heritage Lake Park Community Development District

- *Punta Gorda, Florida*



Community Development District Projects

Town of Kindred Community Development District

- *Kissimmee, Florida*

Westridge Community Development District

- *Davenport, Florida*

Estancia at Wiregrass Community Development District

- *Wesley Chapel, Florida*



Cordoba Ranch Community Development District

- *Lutz, Florida*

Pine Ridge Community Development District

- *Middleburg, Florida*



TSR CDD - Starkey Ranch

- *Odessa, Florida*

Osceola Chain of Lakes Community Development District

- *Osceola County, Florida*

Charles Cove Community Development District

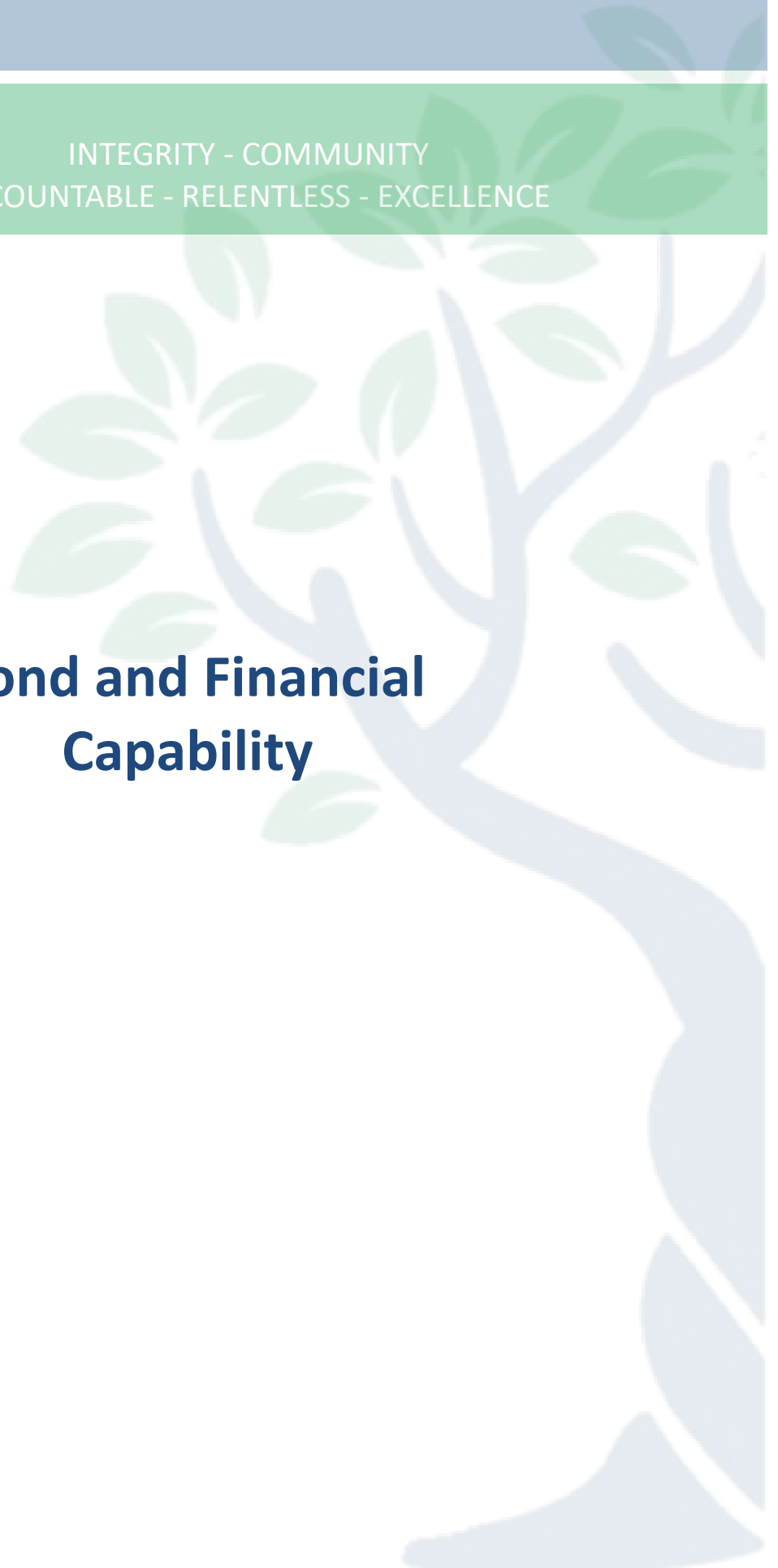
- *Polk County, Florida*





INTEGRITY - COMMUNITY
ACCOUNTABLE - RELENTLESS - EXCELLENCE

Bond and Financial Capability





BRUNSWICK
COMPANIES

Managing Risk · Insuring Success · Since 1972

April 8, 2021

Down To Earth
2701 Maitland Center Parkway
Suite 200
Maitland, FL 32751
Attn: Johann Fiallo, Estimating Manager

Re: Letter of Bond-ability

Dear Johann,

It has been the privilege of Brunswick Companies and Hanover Insurance Company to provide surety bonds on behalf of Down to Earth for over 6 years, during which time Down To Earth has performed and we have issued performance and payment bonds for contracts valued in the range of \$5,000,000. In our opinion, Down To Earth remains properly financed, well equipped, and capably managed.

At the present time, Hanover Insurance Company provides a \$5,000,000 single project / \$15,000,000. aggregate surety program to Down To Earth. As always, Hanover Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Therefore, Down To Earth has 100% bonding capabilities for the above captioned project.

Hanover Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A(XV) by A.M. Best Company and is licensed to do business in the State of Florida.

Regards,

Mark Levinson
Attorney-in-Fact, Hanover Insurance Company
Sr. VP. Brunswick Companies



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SSS Down To Earth Opco II, LLC
2701 Maitland Center Pkwy., Suite 200
Maitland, FL 32751

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln St.
Worcester, MA 01653

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)

LT Ranch Community Development District c/o JP Ward & Associates, LLC
2301 Northeast 37th St
Fort Lauderdale, FL 33308

BOND AMOUNT: Two Thousand Five Hundred Dollars

PROJECT:

(Name, location or address, and Project number, if any)

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Luna Lane, Sarasato, FL 34241

Project Number, if any:

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 5th day of November, 2021



(Witness)

SSS Down To Earth Opco II, LLC

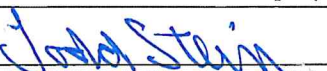
(Principal) (Seal)



(Title) The Hanover Insurance Company



(Witness) Tina Mumpfield

(Surety) (Seal)


(Title) Todd Stein (Attorney-In-Fact)

Init.

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 30th day of March, 2016.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 30th 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
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 5 day of November 2021

CERTIFIED COPY

Theodore G. Martinez
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



State of Florida

INSURANCE DEPARTMENT
TALLAHASSEE, FLORIDA

CH0030

COMPANY LICENSE AND CERTIFICATE OF AUTHORITY

HANOVER INSURANCE COMPANY
100 NORTH PARKWAY
WORCESTER, MA 01605-1396

06	01	90	10	01	01386	78046401	200.00	01386	05	31	91
ISSUE DATE					LICENSE OR PERMIT NUMBER	APPLICATION	TAXES & FEES	COMPANY CODE	EXPIRATION DATE		

HAVING FILED A SATISFACTORY FINANCIAL STATEMENT IN ACCORDANCE WITH THE LAWS GOVERNING SUCH COMPANY, OR ASSOCIATION, IS HEREBY AUTHORIZED TO WRITE THE FOLLOWING COVERAGES IN THE STATE OF FLORIDA, SUBJECT TO COMPLIANCE BY SAID COMPANY WITH ALL APPLICABLE LAWS OF FLORIDA.

010 FIRE
020 ALLIED LINES
040 HOMEOWNERS MULTI PERIL
050 COMMERCIAL MULTI PERIL
080 OCEAN MARINE
090 INLAND MARINE
160 WORKMENS COMPENSATION
170 OTHER LIABILITY
192 PRIVATE PASSENGER AUTO LIABILITY
194 COMMERCIAL AUTO LIABILITY
211 PRIVATE PASSENGER AUTO PHYSICAL DAMAGE
212 COMMERCIAL AUTO PHY DAMAGE
220 AIRCRAFT RATES UNCONTROLLED
230 FIDELITY
240 SURETY
250 GLASS
260 BURGLARY AND THEFT
270 BOILER AND MACHINERY
280 CREDIT

**The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2020**

ASSETS	2020
Cash in Banks (Including Short-Term Investments).....	\$ (57,030,013)
Bonds and Stocks	\$6,691,401,588
Other Admitted Assets	<u>\$2,339,121,590</u>
Total Admitted Assets	<u>\$8,973,493,165</u>


LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....	\$1,893,941,039
Reserve for Loss and Loss Expense.....	\$3,991,508,445
Reserve for Taxes.....	\$ 10,515,546
Funds held under reinsurance treaties.....	\$ 2,233,892
Reserve for all other liabilities	\$ 492,418,556
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>\$2,577,875,687</u>
Policyholders' Surplus.....	<u>\$2,582,875,687</u>
Total Liabilities, Capital and Surplus	<u>\$8,973,493,165</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, 2020.

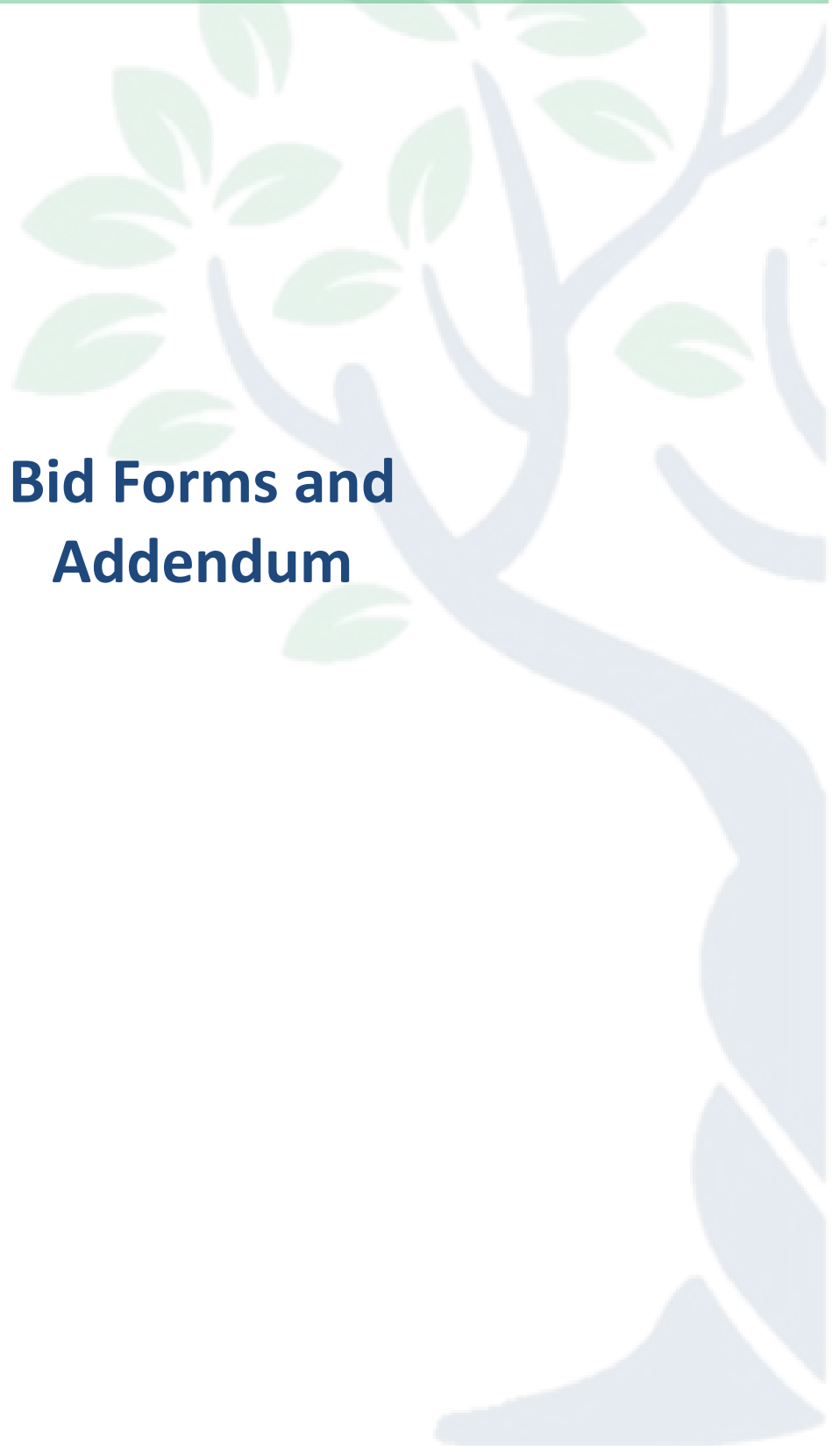


 Jeffrey Farber
 Assistant Treasurer



INTEGRITY - COMMUNITY
ACCOUNTABLE - RELENTLESS - EXCELLENCE

Bid Forms and Addendum



**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE 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.

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.

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, 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

AFFIDAVIT REGARDING PROPOSAL

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, appeared the affiant, TOM LAZZARO, 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 **CHIEF EXECUTIVE OFFICER** for **SSS DOWN TO EARTH OPCO II 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 LT 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: #1 10.25.2021.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than October 12, 2021**), 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 11TH day of NOVEMBER, 2021.

Proposer: SSS DOWN TO EARTH OPCO II LLC

By: TOM LAZZARO

Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11TH day of NOVEMBER 2021 by TOM LAZZARO, as CEO of SSS DOWN TO EARTH OPCO II LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Lucia D. Lindell
NOTARY PUBLIC, STATE OF Florida

Name: Lucia D. Lindell
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

**PROPOSAL FORM
PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name SSS DOWN TO EARTH OPCO II LLC

Street Address 2701 MAITLAND CENTER PARKWAY - SUITE 200

P. O. Box (if any) _____

City MAITLAND State FLORIDA Zip Code 32751

Telephone 321.263.2700 Fax no. 352.385.7229

1st Contact Name TOM LAZZARO Title CHIEF EXECUTIVE OFFICER

2nd Contact Name TOM TROMBLY Title REGIONAL VP OF OPERATIONS

Parent Company Name (if any) SEASONS SERVICE SELECT LLC

Street Address 2701 MAITLAND CENTER PARKWAY - SUITE 200

P. O. Box (if any) _____

City MAITLAND State FLORIDA Zip Code 32751

Telephone 321.263.2700 Fax no. 352.385.7229

1st Contact Name TOM LAZZARO Title CHIEF EXECUTIVE OFFICER

2nd Contact Name TOM TROMBLY Title REGIONAL VP OF OPERATIONS

- *Company Standing:*

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

In what State was the Proposer organized? OHIO Date 08.19.2016

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

If no, please explain N/A

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 N/A

- *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>02.28.2022</u>

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

PLEASE FIND ALL CERTIFICATES AND LICENSES ATTACHED.

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Street Address 25207 59TH AVE EAST

P. O. Box (if any) _____

City BRADENTON State FLORIDA Zip Code 32751

Telephone _____ Fax no. _____

1st Contact Name TOM TROMBLY Title REGIONAL VP OF OPERATIONS

2nd Contact Name CARSON MATTHEWS Title BRANCH MANAGER

- 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>4</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: BRUCE WARSAW

Position / Certifications: DIRECTOR OF FERTILIZATION AND PEST CONTROL

Duties / Responsibilities: MANAGE ALL F/P OPERATIONS

% 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: MULTIPLE CONTRACTS THROUGHOUT THE STATE

Contact: _____ Contact Phone: _____ Project

Type/Description:

Duties / Responsibilities: OVERSEES ALL IMP OPERATIONS

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 _____ **PLEASE SEE ATTACHED**

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: **MULTIPLE CONTRACTS THROUGHOUT THE STATE**

Contact: _____ Contact Phone: _____ Project

Type/Description:

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

Subcontractors

Southeast Spreading Company

13650 Fiddlesticks Blvd
Suite 202-336
Fort Myers, FL 33192
Tel. (239) 332-2595

Southeast Tree Company

13650 Fiddlesticks Blvd
Suite 202-336
Fort Myers, FL 33192
Tel. (239) 332-2595

Bloom Masters Wholesale Nursery

2801 W Lake Mary Blvd.
Lake Mary, FL 32746
Tel. (407) 323-6188

Ramco Mulch Solutions

8955 US 301 North
#111
Parish, FL 34219
Tel. (941) 650-6688

Briggs Tree Service, LLC

8297 Champions Gate Blvd
525
Champions Gate, FL 33896
Tel. (863) 557-9991



- *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:*

PLEASE SEE ATTACHED COMPANY INFORMATION

- *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: SSS DOWN TO EARTH OPCO II LLC

DATE: 11.11.2021

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
TOM LAZZARO	CHIEF EXECUTIVE OFFICER	OVERSEE ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FLORIDA
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OHIO
JOSEPH IAFIGLIOLA	MANAGING DIRECTOR	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO
FOR PARENT COMPANY (if applicable)			
TOM LAZZARO	CHIEF EXECUTIVE OFFICER	OVERSEE ALL DTE DEPARTMENTAL OPERATIONS	MAITLAND, FLORIDA
ALAN JAFFA	MANAGING PARTNER	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO
LINDA ERKKILA	SECRETARY	CORRESPONDANCE AND RECORD KEEPING	VALLEY VIEW, OHIO
JOSEPH IAFIGLIOLA	MANAGING DIRECTOR	ORGANIZATIONAL OVERSIGHT	VALLEY VIEW, OHIO

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

PROPOSER: SSS DOWN TO EARTH OPCO II LLC

DATE: 11.11.2021

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	61" MOWERS	1	BRADENTON LOCATION
1	48" MOWERS	1	BRADENTON LOCATION
3	EDGERS	1	BRADENTON LOCATION
3	LINE TRIMMERS	1	BRADENTON LOCATION
3	BLOWERS	1	BRADENTON LOCATION
1	Z SPRAYER	1	BRADENTON LOCATION
1	TRUCK	1	BRADENTON LOCATION
1	TRAILER	1	BRADENTON LOCATION
1	GATOR	1	BRADENTON LOCATION

- 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: ARTISAN LAKES MASTER / ESPLANDE / EAVE'S BEND / EDGESTONE

Contact: CATHERINE GANGLOFF Contact Phone: 727.415.4591 Project

Type/Description: LANDSCAPE MAINTENANCE

Dollar Amount of Contract: \$1,598,542.00

How was the project similar to this project? FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL FOR THE AMENITY CENTERS, COMMON AREAS, TOWNHOMES, SINGLE FAMILY HOMES AND VILLAS.

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

List of equipment used on site: SEE ATTACHED EQUIPMENT LIST

List of subcontractors used: SEE ATTACHED SUB CONTRACTORS LIST

Is this a current contract? Yes No

Duration of contract: 2018 - CURRENT

- *(Information regarding similar projects – continued)*

Project Name/Location: **VILLAGE WALK AT LAKE NONA / ENCLAVE AT VILLAGE WALK**

Contact: **TOM ROSE / MICHAEL HENRY** Contact Phone: **740.525.0913 / 407.888.2704**

Project Type/Description: **LANDSCAPE MAINTENANCE**

Dollar Amount of Contract: **\$2,573,484.72**

How was the project similar to this project? _____

FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL

FOR ALL THE MASTER'S ASSOCIATION TO INCLUDE 1,400+ HOMES

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

List of equipment used on site: **SEE ATTACHED EQUIPMENT LIST**

List of subcontractors used: **SEE ATTACHED SUB CONTRACTORS LIST**

Is this a current contract? Yes No

Duration of contract: **MAY 2014 - CURRENT**

- *(Information regarding similar projects – continued)*

Project Name/Location: THE QUARRY NAPLES

Contact: RENEE MONGIOVI Contact Phone: 732.735.2021

Project Type/Description: LANDSCAPE MAINTENANCE

Dollar Amount of Contract: \$1,527,871.00

How was the project similar to this project?

FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL

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

List of equipment used on site: SEE ATTACHED EQUIPMENT LIST

List of subcontractors used: SEE ATTACHED SUB CONTRACTORS LIST

Is this a current contract? Yes No

Duration of contract: JUNE 2018 - CURRENT

- *(Information regarding similar projects – continued)*

Project Name/Location: COUNTRY CLUB EAST MASTER ASSOCIATION

Contact: CHRISTINE BROOKFIELD Contact Phone: 941.518.8586

Project Type/Description: LANDSCAPE MAINTENANCE

Dollar Amount of Contract: \$1,297,017.00

How was the project similar to this project? _____

FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL

FOR ALL COMMON AREAS THROUGHOUT THE COMMUNITY WITH THE EXCEPTION

OF THE COMMON AREAS ALONG THE MASTERS AVE AND LORRAINE RD,

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

List of equipment used on site: SEE ATTACHED EQUIPMENT LIST

List of subcontractors used: SEE ATTACHED SUB CONTRACTORS LIST

Is this a current contract? Yes No

Duration of contract: APRIL 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 BROOK CDD
 Contact: PATRICK BELL Contact Phone: 813.533.2950
 Project Type/Description: LANDSCAPE MAINTENANCE
 Dollar Amount of Contract: \$150,000.00
 Scope of Services for Project: FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL

 Dates Serviced: 3.28.2019 TO 08.17.2020
 Reason for Termination: MANAGEMENT CHANGED

Project Name/Location: ORANGE LAKE VACATION CLUB
 Contact: JASON DURENLEAU 352.989.6537
 Project Type/Description: LANDSCAPE MAINTENANCE
 Dollar Amount of Contract: \$2,000,000.00
 Scope of Services for Project: FULL SERVICE LANDSCAPE MAINTENANCE, IRRIGATION, FERTILIZATION AND PEST CONTROL

 Dates Serviced: 01.01.2000 TO 05.01.2000
 Reason for Termination: COST

- *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 N/A

What is the Proposer's current worker compensation rating? .82

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 N/A

- *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 N/A

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

The period(s) of debarment or suspension N/A

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

N/A

- *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

**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 \$ 201,501.00 Yr

PART 2

Fertilization (All labor and materials) \$ 16,405.00 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
JANUARY	20-0-10 + PRE M	1	2,678	\$1,044.25
APRIL	20-0-10 + Micro	1.5	4,016	\$1,442.63
OCTOBER	20-0-10 + PRE M	1	2,678	\$1,044.25
NOVEMBER	20-0-10 + PRE M	1	2,678	\$1,044.25

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+ PRE M	1	420	\$70.13
APRIL	25-0-12 + LIQUID (FE) IRON	0.5	126	\$65.24
OCTOBER	15-0-15+ PRE M	1	420	\$70.13

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
JANUARY	20-0-10 + PRE M	0.5	79	\$61.41
APRIL	20-0-10 + Micro	1	158	\$84..86

OCTOBER	20-0-10 + Micro	1	158	\$61.43
NOVEMBER	20-0-10 + PRE M	1	158	\$61.43

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 +MICRO	1.5 PER 100 SF	2448	\$1,817.99
JUNE	8-2-12 +MICRO	1.5 PER 100 SF	2448	\$1,817.99
SEPTEMBER	8-2-12 +MICRO	1.5 PER 100 SF	2448	\$1,817.99
NOVEMBER	8-2-12 +MICRO	1.5 PER 100 SF	2448	\$1,817.99

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month	Formula	Application Rate 4-6 lbs. N/1000 SF	Total Pounds to be Applied	Cost Per Application
JANUARY	10-0-10	1.5	5,550	\$1,361.01
APRIL	10-0-10	1.5	5,550	\$1,361.01
OCTOBER	10-0-10	1.5	5,550	\$1,361.01

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) \$ 7,032.00 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.

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 all Finished Landscaped Areas as described in Scope of Services. \$ 5,043.90 / Yr

Top Choice application will be performed at the sole discretion of the District's Rep.

(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) \$ 9,792.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**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	\$	65.00 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	\$	90.00 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 ⁽¹⁾ ,	\$	2,000.00 Per Mow

¹ 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:

\$ 35.00 per Hour

\$ 45.00 per Hour

\$ 70.00 per Hour

B. Debris removal equipment unit costs:

\$ 90.00 per Hour

\$ 100.00 per Hour

\$ 130.00 per Hour

C. Other emergency/disaster related unit costs:

\$ 35.00 per Hour

\$ 45.00 per Hour

\$ 75.00 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.

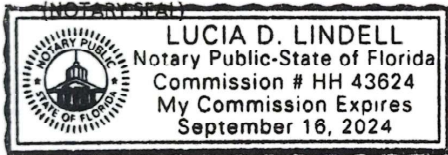
Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of SSS DOWN TO EARTH OPCO II LLC ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV)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

Dated this 11TH day of NOVEMBER, 2021.

Proposer: SSS DOWN TO EARTH OPCO II LLC
By: TOM LAZZARO *Tom Lazzaro*
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11TH day of NOVEMBER 2021, by TOM LAZZARO, as CEO of SSS DOWN TO EARTH OPCO II LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Lucia D. Lindell
NOTARY PUBLIC, STATE OF Florida
Name: Lucia D. Lindell
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**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 LT 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 CHIEF EXECUTIVE OFFICER for SSS DOWN TO EARTH OPCO II LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 2701 MAITLAND CENTER PARKWAY - SUITE 200
MAITLAND, FLORIDA 32751
4. Proposer's Federal Employer Identification Number (FEIN) is 37-1834607

(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.

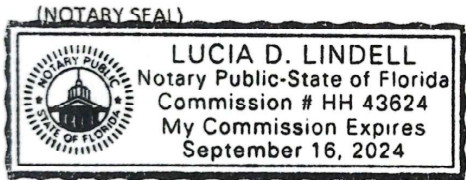
Dated this 11TH day of NOVEMBER, 2021.

Proposer: SSS DOWN TO EARTH OPCO II LLC
By: TOM LAZZARO *Tom Lazzaro*
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11TH day of NOVEMBER 2021, by TOM LAZZARO, as CEO of SSS DOWN TO EARTH OPCO II LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Lucia D. Lindell
NOTARY PUBLIC, STATE OF Florida
Name: Lucia D. Lindell
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



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 LT 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 CEO for SSS DOWN TO EARTH OPKO II LLC (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is 2701 MAITLAND CENTER PARKWAY - SUITE 200
MAITLAND, FLORIDA 32751
4. Proposer’s Federal Employer Identification Number (FEIN) is 37-1834607

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

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

Dated this 11TH day of NOVEMBER, 2021.

Proposer: SSS DOWN TO EARTH OPCO II LLC

By: TOM LAZZARO

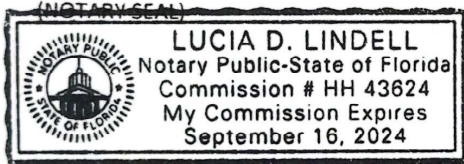
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11TH day of NOVEMBER 2021, by TOM LAZZARO, as CEO of SSS DOWN TO EARTH OPCO II LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Lucia D. Lindell
NOTARY PUBLIC, STATE OF Florida

Name: Lucia D. Lindell
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



LT RANCH COMMUNITY DEVELOPMENT DISTRICT
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of CEO for SSS DOWN TO EARTH OPCO II LLC ("Contractor") and am authorized to make this E-Verify Affidavit on behalf of Contractor. The Contractor is an enterprise working as a vendor within the WENTWORTH ESTATES Community Development District ("District").

2. The Contractor acknowledges that Section 448.095, Florida Statutes, applies to the Agreement and agrees to comply with the terms of such statute. Pursuant to Section 448.095, Florida Statutes, the undersigned, on behalf of the Contractor, certifies that the Contractor is registered with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

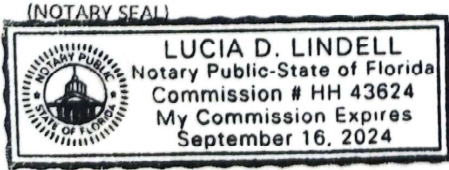
3. The Contractor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement. The Contractor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

Under penalties of perjury, I declare that I have read the foregoing E-Verify Affidavit and that the foregoing is true and correct. Dated as of this 11TH day of NOVEMBER, 2021.

Contractor: SSS DOWN TO EARTH OPCO II LLC
By: TOM LAZZARO *Tom Lazzaro*
Title: CHIEF EXECUTIVE OFFICER

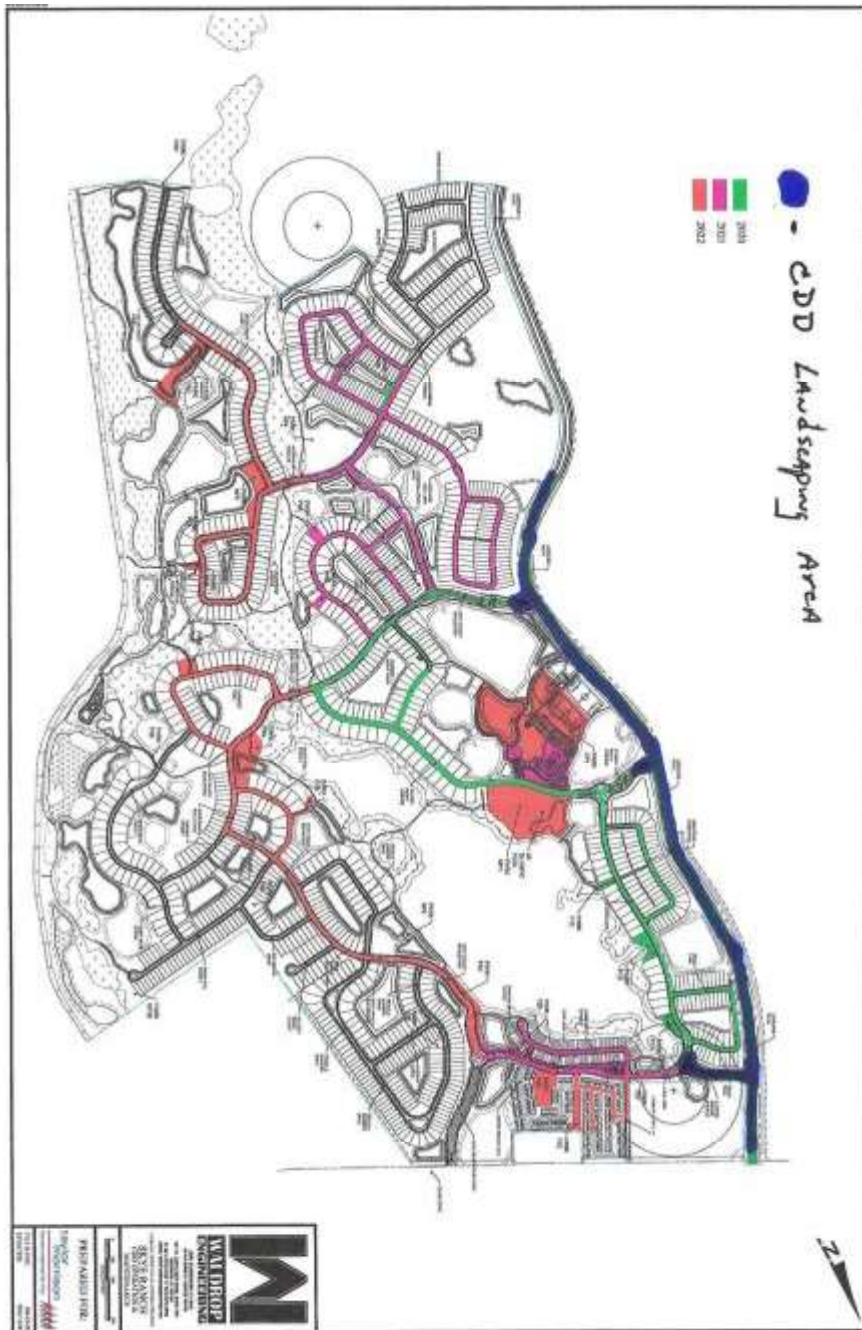
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 11TH day of NOVEMBER 2021, by TOM LAZZARO, as CEO of SSS DOWN TO EARTH OPCO II LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Lucia D. Lindell
NOTARY PUBLIC, STATE OF Florida
Name: Lucia D. Lindell
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT "D"
MAINTENANCE MAP



**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**FIRST ADDENDUM
TO REQUEST FOR PROPOSALS
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

TO: All Respondents

FROM: Jere Earlywine, District Counsel

DATE: October 25, 2021

This First Addendum to the LT Ranch Community Development District (“**District**”) Request for Proposals for Landscape & Irrigation Maintenance Services provides the following clarifications, additions, deletions and/or modifications to the Project Manual for the above referenced project. Please acknowledge receipt of this Addendum by e-mail only to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com, Jere Earlywine, District Counsel, at jere@kelawgroup.com, and Katie Ibarra, katie@kelawgroup.com. This First Addendum addresses the following items:

1. **QUESTION:** Page 33 at the bottom indicates that as a part of our bid submittal that is due on November 15, 2021 that we are to identify any deficiencies otherwise the “proposer shall be deemed to have accepted the site and shall maintain the site in a condition consistent with industry standards and at the lump sum pricing set forth in the proposal”. A lot can happen in 45 days from the point of submittal to the start of the contract (expected January 1, 2022) so my question is how can a contractor be held responsible for deficiencies that can possibly occur between now and January 1, 2022? I understand that a report of any deficient conditions based on the time of submittal would be advantageous for each bidder to provide a report of current conditions at the time of submittal, but many items could be resolved prior to us beginning or new items could develop between as well.

RESPONSE: Paragraph 6 of the RFP details how the period between proposal submission and start date is handled. If there are unforeseeable deficiencies, the RFP winner should be able to request amendments/waivers.

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, paved paths, ground surface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

2. QUESTION: Page 64 makes mention that “upon **execution of the agreement**, contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor associated with the irrigation system of 1.5 inches or less....”. There is a gap between execution and commencement and industry standard is to afford the incoming vendor 30 days to perform an initial irrigation audit. It’s very difficult for an incoming contractor to be held accountable for irrigation issues prior to starting. My question is can this be clarified to be that upon commencement, contractor shall have 30 days to perform an irrigation audit and provide a deficiencies report and after the initial audit, contractor will be responsible for 1.5 inches and under after the initial audit is completed?

RESPONSE: Proposers should provide a list of items to bring the site up to industry standards in their proposal and determine their price base on that. This should include unreported maintenance deficiencies. This 30-day post-execution audit could allow a contractor to materially change the terms of the contract after they’ve won the RFP.

3. QUESTION: Page 65 as it relates to mulch, the quantity is provided by the District as a part of this bid, but it states “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 the contractor at **no additional cost to the district**”. My question is if the quantity has been provided and all bidders are to bid on the quantities given if there is a shortage, shouldn’t any additional quantity needed be a cost to the district? I appreciate the quantity being given as a part of the bid so that all bids are apples to apples, but I’d

just ask that the highlighted part be revised to read at an additional cost to the district (and not the responsibility of the contractor).

RESPONSE: Part 5 beginning on Page 64 of the RFP states that "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."

Each proposer should determine how much additional mulch is required and provide a sufficient amount to attain the depth of 3". If proposer's underestimate or provide incorrect amounts, the cost to correct should be set at what the proposer initially determined as the price per cubic yard with no additional cost to the district.

NOTICE: All proposers shall complete and sign the attached E-Verify Affidavit (page 4 of this Addendum) and submit it with their proposal.

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, ATTENTION: DAPHNE GILLYARD, IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN 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 THIS ADDENDUM.

Thank you for an opportunity to partner with you!



2701 Maitland Center Parkway, #200, Maitland, FL 32751 • 321-263-2700

CENTRAL FLORIDA • FORT MYERS • FORT PIERCE • JACKSONVILLE • NAPLES • RUSKIN • SARASOTA • TAMPA • VERO BEACH • THE VILLAGES

LMP Landscape Maintenance Professionals, Inc.SM

Built on Integrity. Grown on Relationships.

LT Ranch CDD
c/o Offices of Waldrop Engineering
28100 Bonita Springs Grande Drive
Suite 305
Bonita Springs, Florida 34125
Attention: James P. Ward, District Manager



Sarasota

1306 Rome Avenue
Sarasota, FL 34243
(941) 556-9404



Tampa

13050 E US Highway 92
Dover, Florida 33527
(813) 757-6500



Wesley Chapel

26324 Wesley Chapel Blvd.
Lutz, FL 33559
(813) 406-4465

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**LANDSCAPE MAINTENANCE PROFESSIONALS, INC.
PO Box 267**

Seffner FL 33583

SURETY:

(Name, legal status and principal place of business)

**Argonaut Insurance Company
c/o CMGIA
20335 Ventura Blvd., Suite 426
Woodland Hills, CA 91364**

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)

**LT Ranch Community Development District
28100 Bonita Springs Grande Drive
Bonita Springs FL 34133**

BOND AMOUNT: Two Thousand Five Hundred and 00/100 (\$2,500.00)

PROJECT: *(Name, location or address, and Project number, if any)*

Landscape and Irrigation Maintenance Services

Job Location: Sarasota 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 **15th** day of **October**, 20**21**


(Witness)


(Witness)

LANDSCAPE MAINTENANCE PROFESSIONALS, INC.

(Principal) (Seal)

(Title)

Argonaut Insurance Company

(Surety)


(Title) Stacey Garcia Attorney-in-Fact (Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of October, 2021.



James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On OCT 15 2021 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stacey Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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Corporate Officer — Title(s): _____

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Individual Attorney in Fact

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Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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Thank you!

We would like to thank you for the opportunity to submit the following proposal for review. Our approach is one of partnership and stewardship; we want you to earn your trust and work together to exceed your needs, goals, and desires, improving your landscape's appearance, longevity and preserving your investment.

We care about understanding all of your primary concerns and areas of challenge, which helps us establish our rotational service and how we will divide the property into areas for service.

1. Providing detail services rotationally each week.
2. Scheduling all annual services prior to due date.
3. Actively scouting for opportunities to improve the landscape.
4. Manage your landscapes water consumption by property oversight and proposing long term improvements.

Communication is key. We provide a proprietary customer service experience with a hands-on Account Manager. We offer weekly, monthly, and quarterly reports on the status of services and the work quality. This process is done in partnership with you to document our progress along with pictures of what we have discussed.

LMP will provide project management, offer maintenance strategies, and oversee the execution of services that provide the expected results. Our approach is one of landscape management, not just maintenance. We are a partner that can manage the many aspects of landscape maintenance and bring you the information you need to communicate to your stakeholders efficiently.

We understand the challenges you face in managing expectations, and we look forward to the opportunity to serve as your landscape partner. Your property's appearance — and your brand — is safe with us.

Sincerely,

The **LMP** Team

Section I – About Us

Landscape Maintenance Professionals, Inc. – Our History & Legacy

” *Our history is about our accomplishments; our legacy is about our impact.*

LMP was created for the simple purpose of providing landscape maintenance services that reflect its passion, and over the decades, that passion has grown, driving the company’s culture. Orlando Castillo, LMP’s founder, and President began the company with a simple motto, “do what you say you’re going to do when you say you’re going to do it.” He learned this from his father, who instilled in him an entrepreneurial spirit and the importance of honoring commitments and maintaining integrity even when things get difficult. When Orlando began the company in 1991, he had less than five trucks in his fleet but a burning passion for elevating landscaping to a profession. Since then, he has successfully grown the business in revenues and reverence by building solid teams with solid leadership.

We believe ourselves to be fully accountable for all aspects of protecting your largest uninsured asset, the landscape. Our successful partnerships are built upon accountability and respect and the continuous flow of relevant information. We consistently demonstrate our commitment to communication through our Account Managers’ collaborative relationship with the client.

” *Our reputation for acting with the highest values and principles is our legacy and the strong foundation for our future.*

Landscape Maintenance Professionals, Inc.SM (LMPSM) is a privately held, single-owner organization that has grown organically by providing premier landscape services for three decades. LMP’s approach to landscape maintenance and business is to focus on the details. This attention to detail extends beyond the physical appearance of a property to the foundation of the successful relationships we build. We notice the little things that can enhance the overall appearance of a property, and we train all our employees on this practice.

Our Mission

By hiring the right employees who are honest, quality-driven, and have strong communication skills, LMP and its customers will experience an excellent long-term relationship. It is the goal of LMP, Inc.SM to provide high-quality landscape services in a timely manner at affordable prices while remembering that each and every customer is a vitally important part of our success.

What We Believe

Our culture is as diverse as the clients we serve; LMP contracts with Class' A' Office Parks, Hotels, Resorts, Homeowners Associations, Condominium Associations, Community Development Districts, Industrial, Apartment, and Athletic Complexes. Each client has a unique perspective, background, and history that requires and deserves our respect and understanding. So too do the LMP employees, and we respect, embrace, and protect each individual's uniqueness and diversity through our cultural agreements. We believe that only by helping each other can we plant our seeds of success.

Our reputation is one of our greatest assets, and each of us has a responsibility to protect it every day, and when faced with challenges, how we respond defines us.

We hope to continue our **LEGACY of EXCELLENCE** with you.

Core Values

We believe that our core values and company culture define us at Landscape Maintenance Professionals and set us apart from our competition!

” *Our values define who we are and will remain at the forefront of everything we do.*

Integrity

It’s something we live every day when we hold ourselves accountable and deliver results. It is a constant. Those with whom we work and live can rely on us. We align our actions with our words and deliver what we promise. We build and strengthen our reputation through trust.

Excellence

We are dedicated to quality with an acute focus on our customers.

We are determined to serve our customers through innovation, continuous improvement, an intense focus on customer needs, and a dedication to meet those needs and deliver value through our products, services, and solutions to help them succeed.

” *For us, excellence is not only a value; it is a discipline and a means for making the world a better place.*

Teamwork

We are a team, sharing our unique talents to help those we engage, whether at work, home, or in the community. We are one encouraging and supportive team, leading by example and influence, encouraging and supportive to inspire all to maximize their potential.

- We hold ourselves accountable as team members and the responsibility we each have to achieve our collective goals.
- We know that we can produce better results as a team than any of us can achieve alone.
- We recognize and celebrate milestones reminding each other that their best work is recognized and appreciated.

Commitment

- We embrace our responsibilities.
- We understand and focus on the needs of our customers.
- We are committed to the safety of our teams, our customers, and the environment.
- We are each personally accountable for meeting both individual and shared goals.
- We are committed to providing sustainable solutions that best serve our planet and its people.



LMP Services

We are your full-service landscape management partner that is built on integrity and has grown on relationships. The drive to go above and beyond; a collaborative culture that works with you to exceed your project goals; and the capability to leverage innovation to meet emerging trends and keep you at the forefront is LMP.

Construction & Installation

LMP has installed and renovated commercial landscapes throughout Florida for over 30 years. We honor specifications set while using the highest quality material available. Our certified irrigation technicians and crews are capable of installation and repairing of multiple types of irrigation systems.



Landscape Maintenance

Our teams are trained in comprehensive landscape maintenance protocols, from policing a property to removing all debris and hazards. We understand the desire to increase property values, achieve high tenancy and occupancy rates, and drive traffic through visual appeal. We partner with each client to define a custom plan and full scope of services for their unique property goals.



Integrated Pest Management

LMP's Certified Pest Control Operators ensure each property is provided the opportunity to participate in prevention programs designed to mitigate unforeseen expenses to the landscaping budget.



Monitor & Identify Pests

Our IPM program monitors pests and identifies them accurately to make appropriate control decisions with action thresholds. This monitoring and identification remove the possibility that pesticides will be used when they are not needed or that the wrong pesticide will be used.

Horticultural Controls

Horticultural practices such as pruning, mulching, planting pest-resistant trees and shrubs, composting decayed plant material, and using it to improve soil quality also help control pest populations safely and effectively while protecting the environment from chemical overuse.

Chemical Controls

With IPM, the least toxic pesticides are used only when a pest is actively causing severe damage, and there is no spraying on a calendar basis.

Pest Prevention

Pest prevention is a fundamental IPM concept. Prevention involves removing the conditions that might attract a pest or disease or providing it with the food and environment it needs to thrive. Some plants need full sun, some do better in the shade, and some grow best in specific soils. Some need a lot of fertilizer; others need very little. Nothing does well, surrounded by weeds that compete for light, fertility, and water and often harbor insects and diseases.



Irrigation Management

Our team of Certified Irrigation Technicians provides industry-leading installation, maintenance, and repair services to ensure your irrigation system is performing at optimal efficiency. LMP's irrigation technicians are responsible for strict adherence to the best management practices.

Before beginning routine landscape maintenance services at a property, the irrigation teams of LMP are tasked with performing a full audit of the irrigation system, documenting deficiencies from the number of zones, faulty controllers, compromised lines, and potential improvements to hydro zoning practices. The completed audit accompanied by recommendations for improvements, repairs, or replacements is presented to the appropriate property contacts for review and implementation approval.



Floriculture & Enhancements

Since our beginnings in 1991, our **Enhancement and Floriculture** programs have been a differentiator that has made our customers' properties stand out for future residents, prospective tenants, and passersby. Our connection with regional growers benefits our customers greatly by keeping them ahead of new varieties of seasonal colors and plants.

Our **floriculture services** include design, installation and maintenance, and insect and disease control. Our professionally trained team can provide seasonal color that adds depth, increases curb appeal, and sets your property apart, from beds to container gardening to hanging baskets.



Our **enhancement services** offer a wide range of design options for your property. We provide award winning seasonal color programs and can refresh, refurbish, or replace areas as needed to keep the high-visibility areas of your properties looking their best.

” *LMP's teams are experienced in designing and installing improvements from turf, annuals, trees, shrubs, and inorganic materials to revitalize a community or commercial property.*

Arbor Services

LMP's Arbor team performs services from extensive pruning in the winter and before the onset of hurricane season, cutbacks, tree removal, stump grinding, debris removal, fertilization, and tree installation, as well as relocation services.

The LMP Arbor Care team includes individuals recognized by the International Society of Arborists (ISA) as Certified Arborists and Tree Risk Assessment Specialists. These individuals have the knowledge and experience to discern if not only a tree is at risk for infestation or even death, but they can determine the best diagnostic and treatment tools needed to mitigate any significant damage before its occurrence.



LMP Locations

LMP has three regional locations servicing the greater Tampa Bay area. Each site is structured to provide optimal support to clients by implementing a team approach to accountability. Properties are assigned an Account Manager, responsible for overseeing the property and coordinating services with the Irrigation Manager, Fertilization and Pest Control Manager, and Enhancement Manager regarding services required outside of general maintenance. The Branch Manager is informed of all aspects of the client's needs and requests regarding landscape services and oversees operations and client satisfaction, services, and personnel.

The branches servicing clients in the greater Tampa Bay area include:

Sarasota
 1306 Rome Avenue
 Sarasota, FL 34243
 (941) 556-9404

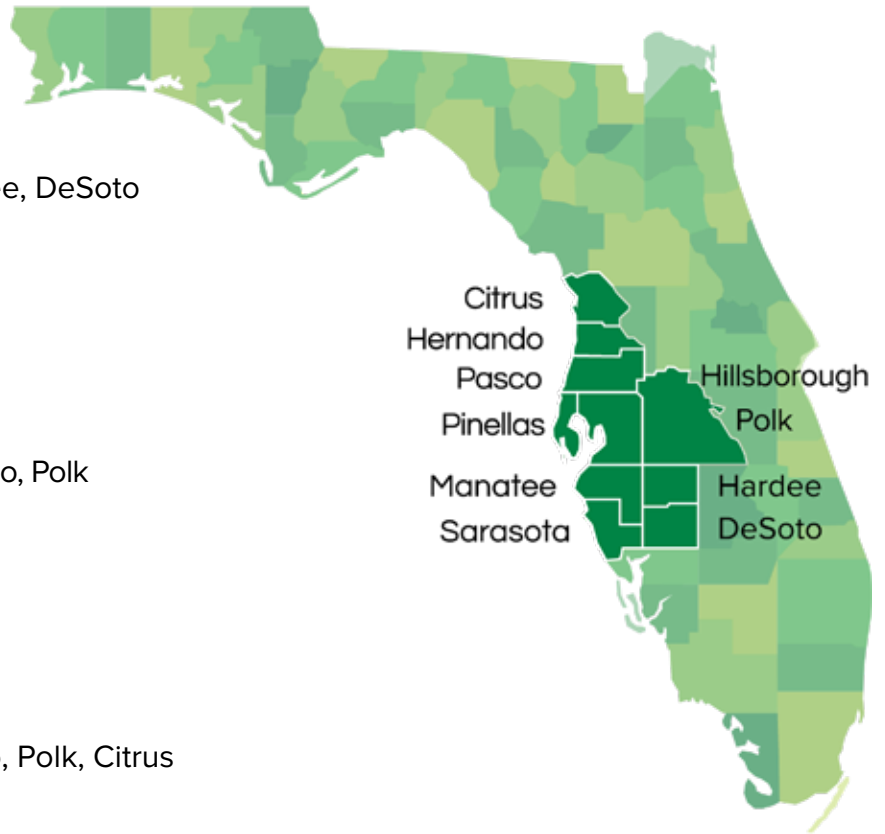
Areas Served: Sarasota, Manatee, Hardee, DeSoto
 Branch Manager: Christopher Berry

Tampa
 13050 E US Highway 92
 Dover, Florida 33527
 (813) 757-6500

Areas Served: Hillsborough, Pinellas, Pasco, Polk
 Branch Manager: Garth Rinard

Wesley Chapel
 26324 Wesley Chapel Blvd.
 Lutz, FL 33559
 (813) 406-4465

Areas Served: Pasco, Pinellas, Hernando, Polk, Citrus
 Branch Manager: Tyree Brown



Client Profiles



SECTION II The Partnership

Landscape Maintenance Professionals specialize in commercial landscape maintenance, serving all types of businesses in Citrus, DeSoto, Hardee, Hernando, Hillsborough, Pasco, Pinellas, Polk, Sarasota, and Manatee counties.

At LMP, our service delivery model is built to customize a unique experience for each customer we service. We have developed the best practices to meet customer needs through our expertise, experience, resources, and continual awareness.



A great customer experience starts with excellent customer service. Our approach is based on excellent communication, both before the project begins and throughout the entire process. Reliability is peace of mind, and we focus on inspiring change and addressing issues before they become concerns. Clients recognize our integrity and commitment to exceeding their expectations through the beautiful landscapes we provide.



LMP leadership nurtures teamwork combining common sense with uncommon levels of discipline and persistence. Our legacy is in the details of our professional, punctual and efficient crew members. We work closely with clients to build a strong foundation and ongoing relationship, where we take into account your personal preferences, requirements & expectations.



At LMP, we deliver the highest quality results when and where you need them. Our services are designed to address your commercial property needs. We utilize the best mowing and maintenance techniques with top-of-the-line, well-maintained equipment, bringing the ultimate expert solutions to your landscape and lawn maintenance problems.



Satisfaction is the result of expectations being met. LMP understands the consistent quality of service is key to your satisfaction. Our LMP quality control measures provide systems that set the standards for operations and outcomes, designed to ensure that every team member can meet those standards and deliver reliable results. We take pride in our work, our name, and our customer's satisfaction.

Environmental, Health & Safety | EHS

Our culture drives continuous improvement by establishing measurable targets and goals. We utilize measurements and accountabilities to monitor and document performance towards goals, oversee improvements, and maintain the effectiveness of our environmental, health, and safety systems.

LMP's safety program is a documented process that is introduced to its employees prior to their first day in the field and continues on a weekly basis with formal 'Tailgate Training Sessions' in addition to daily safety checklist processes. Preventing employees from experiencing exposure to workplace hazards is the backbone of our effective safety program.

LMP commits itself to the safety and well-being of each employee and has practices in place to ensure that its safety awareness and methods are extended to its clients, their properties, tenants and owners, and the public in general.

Bill Maxwell, Director of Safety
MBA, Certified GI-BMP Instructor



We're committed to developing systems that drive safe work practices. At LMP, each employee makes health, safety, and environmental protection integral to all daily work. Our associates are our greatest asset. We're equally committed to environmental stewardship and sustainable initiatives to reduce waste, water, and energy use.

Compliance
with applicable laws,
regulations, and standards

EHS
that is integrated and drives
continuous improvement

Leading by example
to achieve excellence



Incident Prevention
consistently working towards
zero incidents of any type

Risk Management
driven by accurate identificaion
and robust mitigation

Culture
of engagement and mutual support

➤ Drug-Free Workplace



LMP also participates in the Drug-Free Workplace Program (DFWP) and adheres to the guidelines stipulated by the state of Florida. LMP has made it a practice to prevent workplace injuries through a **NO TOLERANCE** for substance violations and abuse. Before a potential candidate is offered the opportunity to join the LMP family, they must participate in and pass a pre-employment drug test. We also perform random testing that occurs monthly, post-accident, and if reasonable suspicion.

➤ Resiliency



We identify and prepare for unexpected emergencies and do not become complacent to everyday risks and challenges. The LMP Business Resiliency Plan provides our clients and internal departments with a contingency and backup resource structure to ensure the continuity of critical business operations. Proactive reaction to emergency events, including but not limited to a hurricane, storm, or flood, will be in place to keep your process intact. In response to any event deemed as critical, LMP will adjust resources and work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations.

Hurricane ➤ Named Storm ➤ Other Storm Flood ➤ Fire ➤ Tree Falls ➤ Safety Hazards



Reports & Inspections

To achieve quality results, your community requires the expertise of a professional landscape management company such as LMP. Our qualified division managers, area managers, irrigation technicians, certified crew members will give your property the quality care your property deserves.

LMP has benchmarks in place to measure the quality of work provided to clients throughout the partnership. To ensure your property is getting the attention it requires, managers perform regular quality checks, in addition to monthly landscape walks. Areas of concern are addressed promptly and communicated to clients. Our goal is to make the customer happy, and we strive to build relationships that make things grow.



MQI Report | Monthly Quality Inspection Report

The MQI Report includes:

- A summary of work completed and work in progress
- Outstanding issues
- Issues resolved during the reporting period
- Outstanding potential change orders
- Current status of active projects with an estimated completion date
- Project pictures as appropriate

Deficient items will be followed up on agreed time frames to ensure compliance.

Your Account Manager will ensure all questions and concerns are addressed.

MI Report | Monthly Irrigation Inspection & Irrigation Service Request

Each month, an LMP irrigation technician will inspect the irrigation system for pressure variations, excessive flow rates, non-uniform distribution of water, faulty valves and wiring, or controller failures or inefficiencies. These inspections will be documented within a report to the assigned Account Manager and appropriate property contact to communicate potential stress on the landscape materials and obtain authorization to make the necessary repairs or improvements.

Fertilization and Pesticide Spray Sheet & Fertilization and Pesticide Report

As the first line of pest control, the IPM program works to prevent pests from becoming a threat. This strategy involves routine monitoring of the landscape to identify and remedy pest outbreaks early before they become widespread. When curative treatment is needed, we target only areas where pests can reduce exposure and environmental impact. | *Documented after any application.*

Truck, Trailer & Equipment Checklist | Weekly

Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel. We replace our mowers every three years and replace our trucks every five to 10 years. We employ full-time mechanics to perform preventive maintenance and repairs at each branch, so our equipment runs well for as long as possible. We have a regular schedule for maintaining equipment, so downtime is limited while machines are being repaired. Each quarter, we review the condition of all pieces of our fleet to continue to plan for repairs and replacements proactively.

MQI Report | Monthly Quality Inspection Report



P.O. BOX 267 SEFTNER, FL 33583 - (877) 567-7771 - FAX (813) 757-6501 - SALES@LMPPRO.COM

Form Information

Form Name: **V2 MAINTENANCE QUALITY INSPECTION (MQI)**
Submitter Name:
Submission Date: Sep 15, 2021 6:40:37 PM EDT
Server Receive Date: Sep 15, 2021 6:54:42 PM EDT
Reference Number: 20210915-18205830254
Location:

General Information

PROPERTY NAME
LOCATION SARASOTA
Supervisor Email SARASOTA
Branch Manager
Supervisor First Name
Supervisor Last Name
DATE OF INSPECTION Sep 15, 2021
Attendees
Next Inspection Date Oct 12, 2021

Inspection details

DETAILS	Grade
1 DETAILS NOTES	9 1. Minimal Bed weeds including weed growing in gutter at clubhouse 2. Turf looks good 3. Annuals look good 4. New hog damage inside Galloway
1 DETAILS photos	

20 categories are graded during our MQI with photos and notes.





2 MOWING FUNCTIONS Grade 9

EDGING, MOW, STRING TRIM, BLOW

2.1 MOWING FUNCTIONS -
EDGING, MOW, STRING TRIM, BLOW
NOTES

Soft edging is better but would still like to see more consistency. Need to begin pushing back conservation areas as we come out of the wet season and continue through the winter.

2 MOWING FUNCTIONS - EDGING, MOW, STRING TRIM, BLOW photos



Photos of site conditions document existing conditions and demonstrate improvements moving forward.

3 SHRUB PRUNING Grade 9

3 SHRUB PRUNING NOTES

Looks very tight and crisp throughout the property

4 PALM PRUNING Grade 4

4 PALM PRUNING NOTES

Seed pods present but no brown fronds!

Continue to monitor Silverster in back of the clubhouse.

5 TREE PRUNING Grade 2

5 TREE PRUNING NOTES

CARRYOVER ITEM! This is the biggest item that needs to be

MQI Report | Monthly Quality Inspection Report | *continued*

TREE PRUNING *continued*

addressed is the back 1/4 of the property including the moss still present in trees. Get a plan in place to do this ASAP in November.

6 MULCHING Grade

5

6 MULCHING NOTES

Looks good! Make sure we redistribute areas where blowers are pushing mulch back up into the beds as a part of the mowing function.

7 OVERALL CLEANLINESS Grade

5

7 OVERALL CLEANLINESS NOTES

Property is very clean!

8 TURF INSECT/DISEASE CONTROL Grade

8

8 TURF INSECT/DISEASE CONTROL NOTES

Starting to see signs of possible chinch or fungus in areas along HR Blvd. It has already been treated but make sure we schedule a follow up treatment in the near future.

9 TURF WEED CONTROL Grade

4

9 TURF WEED CONTROL – TURF AREAS NOTES

Turf is very clean from turf weeds but keep Monitoring!

10 PLANT INSECT DISEASE CONTROL Grade

5

10 PLANT INSECT/DISEASE CONTROL NOTES

No issues present!

11 WEED CONTROL BED AREAS Grade

4

11 WEED CONTROL – BED AREAS NOTES

Some small weeds popping up at edges of beds.

11 WEED CONTROL – BED AREAS photos



MQI Report | Monthly Quality Inspection Report | *continued*

12	TURF FERTILITY	Grade	5
12	TURF FERTILITY NOTES		Turf color is really good! Still in a fertilizer blackout period through September.
13	PLANT FERTILITY	Grade	5
13	PLANT FERTILITY NOTES		Plants are very healthy and thriving.
14	WATER IRRIGATION MANAGEMENT	Grade	10
14	WATER/IRRIGATION MANAGEMENT NOTES		No issues noted!
15	CARRYOVERS	Grade	4
15	CARRYOVERS NOTES		Trees Trees Trees

DEDUCTIONS **Grade** 12
SEASONAL COLOR (IF APPLICABLE)

VIGOR/APPEARANCE **Grade** 10
DEDUCTIONS **Grade** Annuals look great!

VIGOR/APPEARANCE photos



INSECT/DISEASE CONTROL	Grade	10
DEADHEADING/PRUNING	Grade	10
DEDUCTIO		0
ENHANCEMENT OPPORTUNITIES		<ol style="list-style-type: none"> 1. Sod from hog damage 2. Sod from vehicle damage 3. Fill hole in Normande East (approved at 9/12 board meeting) 4. Sod at clubhouse (approved at 9/12 board meeting to include relocation of garbage can)



NOTES TO CLIENT

Excessive water on sidewalk out front of clubhouse that needs engineer evaluation of where to redirect water.

NOTE TO CLIENTS PHOTO



BEST VIEW OF THE MONTH



OVERALL MONTHLY MAINTENANCE SCORE	88%
OVERALL MONTHLY SEASONAL COLOR SCORE	100%



LMP is defined by the services we deliver.

Our **MQI Report** clarifies what we've done for you and where improvements can be made. It provides transparency to our performance management and commitment to delivering quality services.

Following our **commitment to quality**, we deliver these reports timely because our culture of continuous improvement is rooted in accountability.

In the end, our goal is to add value to your property.



Fertilization & Pesticide Spray Sheet



P.O. 267 Seffner, Florida 33583
 (813)757-6500 (813)757-6501
 www.LMPPRO.com

Fertilization & Pesticide Spray Sheet	
Submitted by	
Date	Date Submitted
Client	

	TU	OR	TR	PLM	AN	1	2	3	4	5
Fertilization										
Insect										
Disease										
Other										

Description of Problem

Our landscape services involve quickly identifying the exact insects plaguing your yard. Our Technicians are trained and knowledgeable on how to treat and minimize the impact of insects, fungi and diseases.



Scouted By		Scout Date	
------------	--	------------	--

Notes

Technician		Schedule Date	
Completed?	Yes	No	Date Completed
Follow up	Yes	No	Follow-Up Date
			Date Completed

E-mail form to: Garth Rinard, George Brennan, Devan Pasciuta



Fertilization & Pesticide Report



Fertilization & Pesticide Report			
Location			
Date	Vehicle #	Trailer#	

Technician		Air Temp	Wind Speed Direction	Precipitation	Arrive	
Helper					Depart	
Instructions Technician Notes					Complete	

These applications will be applied using our LMP spray vehicles and personnel applying both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions.

INSECTICIDE	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
FUNGICIDE	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
HERBICIDE (S) *	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
HERBICIDE (NS)*	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
FERTILIZER	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
OTHER	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE

DAILY CHECKLIST											
SUPPLIES						VEHICLE		EQUIPMENT			
Label Book	SDS Book	Spill Kit	Cones	Safety Glasses		Oil Check		Oil Check			
Vest	Face Shield	Boots	Nitrile Gloves	Resperator		Water Level Check		Hydro Oil Check			
First Aid Kit	Posting Signs	Marker	Irr. Flags Pink	ISR?		Cleaned		Cleaned			



Truck, Trailer & Equipment Checklist

MP Landscape Maintenance Professionals, Inc.SM
 P.O. 267 Seffner, Florida 33583
 (813)757-6500 (813)757-6501
 www.LMPPRO.com

Truck, Trailer & Equipment Checklist			
Date		Vehicle #	Trailer#
Driver			

Crew 1	Crew 3	Crew 5		
Crew 2	Crew 4	Crew 6		
ONE	Arrive	Depart		
	Round-Up	oz. Tribune	oz. Spreader Sticker	oz. Gallons
	Arrive	Depart		
TWO	Round-Up	oz. Tribune	oz. Spreader Sticker	oz. Gallons
	Arrive	Depart		
	Round-Up	oz. Tribune	oz. Spreader Sticker	oz. Gallons
THREE	Arrive	Depart		
	Round-Up	oz. Tribune	oz. Spreader Sticker	oz. Gallons
	Round-Up	oz. Tribune	oz. Spreader Sticker	oz. Gallons

Safety is a top priority!
 We're committed to developing systems that drive safe work practices.

Tools Inventoried?	
Equipment Inventoried?	

EQUIPMENT	Fire Extinguisher	<input type="checkbox"/>
	SDS Book	<input type="checkbox"/>
	Emergency Packet	<input type="checkbox"/>
	Registration - Truck Trailers	<input type="checkbox"/>
	Jack + Lug Wrench	<input type="checkbox"/>
	Driver's License	<input type="checkbox"/>
	Tool Box	<input type="checkbox"/>
	Traffic Cones Signs	<input type="checkbox"/>

TRUCK		Pre	Post		Pre	Post
	Engine Oil	<input type="checkbox"/>	<input type="checkbox"/>	Running Lights	<input type="checkbox"/>	<input type="checkbox"/>
Brake Fluid	<input type="checkbox"/>	<input type="checkbox"/>	Turn Signals	<input type="checkbox"/>	<input type="checkbox"/>	
Coolant	<input type="checkbox"/>	<input type="checkbox"/>	Brakes	<input type="checkbox"/>	<input type="checkbox"/>	
Washer Fluid	<input type="checkbox"/>	<input type="checkbox"/>	Horn	<input type="checkbox"/>	<input type="checkbox"/>	
Wipers	<input type="checkbox"/>	<input type="checkbox"/>	Tire Tread Wear	<input type="checkbox"/>	<input type="checkbox"/>	
Headlights	<input type="checkbox"/>	<input type="checkbox"/>	Tire Pressure	<input type="checkbox"/>	<input type="checkbox"/>	
Tailgates	<input type="checkbox"/>	<input type="checkbox"/>	Clean	<input type="checkbox"/>	<input type="checkbox"/>	

TRAILER		Pre	Post		Pre	Post
	Running Lights	<input type="checkbox"/>	<input type="checkbox"/>	Safety Chain	<input type="checkbox"/>	<input type="checkbox"/>
Brake Lights	<input type="checkbox"/>	<input type="checkbox"/>	Tire Tread	<input type="checkbox"/>	<input type="checkbox"/>	
Turn Signals	<input type="checkbox"/>	<input type="checkbox"/>	Tire Pressure	<input type="checkbox"/>	<input type="checkbox"/>	
Hazards	<input type="checkbox"/>	<input type="checkbox"/>	Hitch Pin & Ball Lock	<input type="checkbox"/>	<input type="checkbox"/>	
Wire Harness	<input type="checkbox"/>	<input type="checkbox"/>	Plug Connection	<input type="checkbox"/>	<input type="checkbox"/>	

	Equipment Assignments - Unit#s						Transfers		Equipment Maintenance Status					
	#	OPR#	#	OPR#	#	OPR#	Crew	PM	clean	blades	oil	filter	grease	repair
Mower - Rider									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Mower - Walk Behind									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Mower - Push									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Edger									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Line Trimmer									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Blower									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Hedge Trim - Extended									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Power Pruner									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>
Chain Saw									yes <input type="checkbox"/>	<input type="radio"/> sharp <input type="radio"/> changed	<input type="checkbox"/> checked	<input type="checkbox"/> cleaned	yes <input type="checkbox"/>	emailed <input type="checkbox"/>

Onboarding

Project Start-Ups & Kick-off Meeting

LMP's initial focus is on learning the property with all project start-ups by performing a complete property-wide inspection and analysis of turf, plant material, and irrigation systems.

LMP Team Property Inspection

Prior to commencing service on any property, a thorough walk of the property is performed with the Account Manager, Property Manager, Business Developer, Fertilization & Pest Manager, and Irrigation Manager where all areas of particular interest or special instructions are identified.

LMP & Client Walk-Through Review

Next, our team will meet with client to review our findings with a detailed report from the walk-through, which will document the entire property through photographs and provide the client with a detailed report on the conditions of the property,

Project Kick-Off Meeting

LMP team meets with client to ensure specifications are in line with expectations.

- Review 30 - 60 - 90 Operational Plan
- Review the initial operational plan to confirm the scope of work and expectations.
- Identify service areas, required periods to perform various services, as well as provide maps for mowing and detail work.



Onboarding

Setting Timelines & Expectations

LMP will minimize the learning curve associated with new properties through the development of a solid operational plan. As we learn 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

LMP will perform a full irrigation system inspection to identify any deficiencies to the current system and a cost component for addressing the issues with the first 30 days.

Projected Chemical Applications

We find that until we know the actual integrity of the irrigation system, it limits our ability to apply many chemicals, including fertilizers. This is because so many chemicals need access to water following an application, or the application will damage the plant material.



Orlando Castillo
President & CEO

What does it mean to you to be a landscape professional?

I worked hard in the field, educating myself in the trenches. For many years, I labored learning all aspects of exterior grounds services, from mowing, weeding, and edging to insect/disease control to irrigation. Before the advent of technology, I would carry books around in my truck to help me diagnose issues I would come across. When I could, I would attend horticulture classes at night to earn the right and privilege to call myself a professional. It is my greatest accomplishment, and I embrace it with pride and satisfaction.

What motivates you on a Monday morning?

I am motivated knowing that I will spend the day visiting job sites to perform quality assurance inspections. It is exciting to have the opportunity to see the products our team produces and spend time with them in the field to talk about the property and the product.

I get to share the experience and knowledge I learned over the years with these men and women, and I can learn from them when we are in the field together.



Scott Carlson
Vice President & GM

What does it mean to you to be a landscape professional?

Having had the opportunity to begin a career as a golf professional at a very young age, I developed a love for well-groomed landscapes. They create a sense of calm and appreciation with their color and lines, and I am proud to know that I contribute to that by being a landscape professional.

I enjoy having the opportunity to watch the men and women in the organization grow in their confidence and creativity and hear the positive feedback from our clients and the compliments we receive from members of the public for our work.

What motivates you on a Monday morning?

I get excited knowing that the day and the week are going to present both challenges and opportunities. Challenges are just opportunities for us to refine our processes and train our people to ensure we provide a quality product beyond what our clients are anticipating.

The opportunities are just an extension of the challenges. Over the ten years, I have been with LMP, I have watched the organization grow organically as our clients refer us to their partners. I have had the privilege of watching the LMP family members grow, develop, and advance in their careers, and it continues to bring me enjoyment.



Garth Rinard
Certified Pest Control Operator, GI-BMP
Dover | Branch Manager



Background

My horticultural career began as a means for an income. What started as a part-time job quickly became a residential lawn service. At the same time, I was engaged in selling residential real estate after completing a business degree at the University of Florida. Eager to learn more about the profession I had become enamored with, I joined a commercial landscape company to further my skill set. I have remained in the business for more than 33 years, acquiring operational knowledge and certifications.

Qualifications

I am a Certified Pest Control Operator specializing in Lawn and Ornamental pests. I am certified in the Green Industries Best Management Practices (GI-BMPs) program for lawn care and landscape maintenance.

Customer Philosophy

Communication is the cornerstone of any relationship; we must understand a client's vision for their landscape and assess how to best provide the services needed to make that vision a reality. The most proactive and comprehensive way to achieve these goals is to communicate consistently, openly, and thoroughly.

Employee Philosophy

Employees are the first-line client of any organization; they are the physical and emotional ambassadors of what a client can expect from an organization regarding commitment, integrity, professionalism, and abilities.

My philosophy is based on the ability to communicate openly and effectively. I focus on making sure my team has high morale and job satisfaction. We make it a practice to train and mentor our employees, ingrain the culture of accountability and teamwork we adopted several years ago and encourage them to grow.

What it Means to Me

To be involved in the green industry is an opportunity to cultivate a healthy environment and future caregivers. In an industry that is continuously evolving, learning opportunities are tremendous. Our responsibility is to share our knowledge and passion with prospective landscapers, horticulturists, and arborists.

Tyree Brown

**ISA® Certified Arborist, FCHP,
& ISA® Tree Risk Assessment Qualified
Wesley Chapel | Branch Manager**



Background

My interest in horticulture and arboriculture began when I was younger. My father exposed me to landscaping at a young age; he taught me how to mow the grass and work with trees, plant materials, and tend to the flowerbeds. Since those early experiences, I had the opportunity to build two high school baseball fields, which further propelled my interest in landscaping. I have been involved in several large street tree projects over the last several years and enjoy working with clients to put successful landscape designs together.

Qualifications

I became a Certified ISA Arborist in 2014 and obtained my Tree Risk Assessment Qualification in 2015. In 2013, I received the Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional Certification. In 2009 I became a Licensed Community Association Manager, working for a property management company, where I supervised, managed landscape contracts and landscape inspections. I also serve on the Pasco County Florida Friendly Landscape Committee and have enjoyed our community service since 2016.

Customer Philosophy

My philosophy is that we need to practice the art of listening and encourage and accept customer feedback. Once we have received feedback, we need to act promptly and commit ourselves to our client relationships with as much passion and diligence as we care for the landscape.

Employee Philosophy

Employees are the first-line clients of any organization; they are the physical and emotional ambassadors of what a client can expect regarding commitment, integrity, professionalism, and abilities. Individuals who feel listened to and appreciated tend to grow stronger.

What it Means to Me

The personal satisfaction I receive from helping a customer or an employee means a great deal to me. Being able to educate the public and our customers is very important. Helping the environment and beautifying our communities is very fulfilling.

Christopher Berry

GI-BMP

Sarasota | Branch Manager



Background

I have been involved in the landscaping industry for more than 15 years now, where I began in the Sarasota area as a supervisor and irrigation technician. Since that time, I have had the opportunity to learn about the physical and financial operations of the industry and have been involved in the new construction side of the business and the maintenance side.

Qualifications

I have a background in aviation and have spent time procuring various certifications related to landscaping, including Best Management Practices (BMP), Planning and Management Services, Lake and Wetland Management, and Core Pesticide Safety Training. I also have licenses related to Lawn and Ornamental Pesticide Applications and Aquatic Pesticide Applications.

Customer Philosophy

My philosophy is to treat each client with respect and demonstrate that we are professionals operating from a place of integrity, accountability, and experience. This includes the quality of service they receive, the consistency of that service, and the value that they feel that they get from partnering with LMP.

Employee Philosophy

Demonstrate compassion, respect, and trust for each member of your team.

Lead by example and hold myself accountable first.

Foster empowerment to help employees own their work and take responsibility for their results.



What it Means to Me

I've always believed that actively listening to employee feedback can be as important as delegating tasks and leading teams. I am motivated to provide opportunities for our employees and provide superior products and services to our clients. I enjoy keeping client's landscaping looking outstanding year after year through the dedicated efforts of the LMP team. I find it very rewarding to act as a steward and representative of the landscape industry.

Licensure & Certifications

Our commercial landscapers are degreed, accredited, and certified to handle all aspects from lawn maintenance to plant health diagnosis. Our landscapers receive constant training to ensure that they stay up to date with the latest guidelines, information, and procedures they will be implemented on a day-to-day basis.

Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/10/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED , the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED , subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802			CONTACT NAME: Debbie MacGillivray PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com				
INSURED Landscape Maintenance Professionals Inc. DBA LMP P O Box 267 Seffner FL 33583-0267			INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: Technology Insurance Co 42376 INSURER C: Travelers Property Casualty of America 10335 INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER: August 2021 Rewrite		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CMM7817146	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMM7817146	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A/C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMM7817146/EX4S773249	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4011617	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or Rented Equipment			CMM7817146	08/01/2021	08/01/2022	Limit 75,000 Deductible 2,500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Summergeate Professional Center The Moody Group 2252 Twelve Oaks Way #102 Wesley Chapel FL 33544				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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2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2022**

OCC. CODE 330.000010 NURSERY/PLANT

ACCOUNT NO.	241489
RENEWAL	

Receipt Fee	30.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00
40	

BUSINESS LMP INC TREE & SHRUB
13050 US 92 E
DOVER, FL 33527

NAME LMP INC TREE & SHRUB
PO BOX 267
MAILING SEFFNER, FL 33583
ADDRESS

2021 - 2022

Paid 20-626-004495
07/20/2021 70.00

BUSINESS TAX RECEIPT **NANCY C MILLAN, TAX COLLECTOR**
813-635-5200
HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION OR OCCUPATION SPECIFIED HEREON **THIS BECOMES A TAX RECEIPT WHEN VALIDATED.**

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2022**

OCC. CODE 330.001009 RETAIL STORE WITHOUT HAZARDOUS WASTE SURCHARGE

ACCOUNT NO.	216156
RENEWAL	

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS LANDSCAPE MAINTENANCE
PROFESSIONALS INC
13050 E HWY 92
DOVER, FL 33527

NAME LANDSCAPE MAINTENANCE PROFESSIONALS INC
PO BOX 267
MAILING SEFFNER, FL 33583
ADDRESS

2021 - 2022

Paid 20-0-556362
09/08/2021 30.00

BUSINESS TAX RECEIPT **NANCY C MILLAN, TAX COLLECTOR**
813-635-5200
HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION OR OCCUPATION SPECIFIED HEREON **THIS BECOMES A TAX RECEIPT WHEN VALIDATED.**

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2022**

OCC. CODE 280.030001 LAWN MOWING/LANDSCAPING SERVICE MORE THAN 3 EMPLOYEES

ACCOUNT NO.	25734
RENEWAL	

Receipt Fee	150.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

BUSINESS LANDSCAPE MAINTENANCE
PROFESSIONALS INC
13050 E 92 HWY
DOVER, FL 33527

NAME LANDSCAPE MAINTENANCE PROFESSIONALS INC
PO BOX 267
MAILING SEFFNER, FL 33583
ADDRESS

2021 - 2022

Paid 20-0-556362
09/08/2021 190.00


BUSINESS TAX RECEIPT **NANCY C MILLAN, TAX COLLECTOR**
813-635-5200
HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION OR OCCUPATION SPECIFIED HEREON **THIS BECOMES A TAX RECEIPT WHEN VALIDATED.**

Pasco County Business Tax Receipt

PASCO COUNTY BUSINESS TAX RECEIPT		2022
Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.		Expires September 30th
ACCOUNT #:: 89302	MIKE FASANO TAX COLLECTOR PASCO COUNTY FLORIDA	
SIC CODE: 0781.01		
LANDSCAPE MAINTENANCE PROFESSIONALS INC	TYPE OF BUSINESS LANDSCAPING SERVICE	STATE LICENSE #
PO BOX 267 SEFFNER, FL 33583-0267	OWNER/QUALIFYING AGENT CASTILLO ORLANDO JR, CARLSON SC	LOCATION ADDRESS: 26324 WESLEY CHAPEL BLVD LUTZ, FL 33559-7208
	MOBILE BUSINESS	
	DATE	RECEIPT
	09/30/2021	21-0-122619
		AMOUNT
		113.75



Florida Agriculture Dealer License

	State of Florida Department of Agriculture and Consumer Services Division of Consumer Services 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500	Registration No.: AD1294
		Issue Date: November 13, 2020 Expiration Date: November 4, 2021
POST CERTIFICATE CONSPICUOUSLY	License as Dealer in Agriculture Products	
	Section 604.15-604.30, Florida Statutes	
LANDSCAPE MAINTENANCE PROFESSIONALS, INC. 13050 E US HIGHWAY 92 DOVER, FL 33527-4106		<i>Nicole Fried</i> NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33578-4748
 CITY HALL, 112 SOUTH OSCEOLA AVENUE, CLEARWATER, FLORIDA 33756
 TELEPHONE (727) 562-4040 FAX (727) 562-4052
 TOLLFREE (727) 562-4040 FAX (727) 562-4052

REG-0023075

2021-2022 BUSINESS REGISTRATION

THIS REGISTRATION MUST BE IN YOUR POSSESSION WHEN WORKING IN CLEARWATER.

Owner Name/Address: LANDSCAPE MAINTENANCE PROFESSIONALS INC P O BOX 267 SEFFNER, FL 33583
 Business Name: LANDSCAPE MAINTENANCE PROFESSIONALS INC REGISTRATION

Category: 038320 Contractor: Landscaping/tree surgery
 038330 Contractor: Lawn, yard and garden care
 Quantity: REGISTRATION / HILLSBOROUGH CO / DACS #68795-5

CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE	
2021 - 2022	October 1, 2021	September 30, 2022	September 14, 2021	
	FEE TYPE	CHECK NO	RECEIPT	FEE RECEIVED
Registration Fee		19603	638113	28.00 28.00

TOTAL RECEIVED 28.00

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

Lina A. Clayton
 CLERK

**State of Florida
 Department of State**

I certify from the records of this office that LANDSCAPE MAINTENANCE PROFESSIONALS, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1999.

The document number of this corporation is P99000109381.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on May 20, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of June, 2021



Ronald R. Bee
 Secretary of State

Tracking Number: 3092353492 CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/filings/CertificateOfStatus/CertificateAuthentication>

City of Tampa Minority Business Enterprise




Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89
Landscape Maintenance Professionals, Inc. DBA LMP, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

in the following specialty(ies)

Landscape and Lawn Maintenance Services; Irrigation Systems Sales/Installation

The certification is valid from April 23, 2020 to April 23, 2022

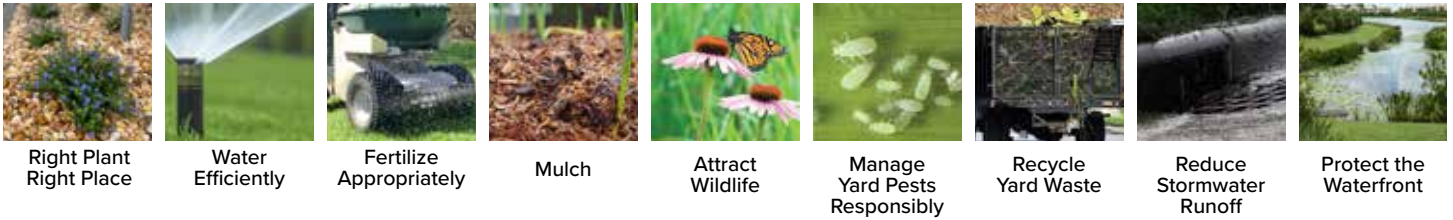
Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart
 Gregory K. Hart, Manager
 Minority and Small Business Manager



**Florida-Friendly Landscaping
Certified Professional**
Alex Ortiz

LMP customizes horticultural care to your plantings and your property's requirements. Thanks to this knowledge and expertise, we provide top-quality, expert horticulture service in all areas of your landscaping, including tree and shrub planting and care; flower bed design, planting, and care; lawn care and maintenance; container planting, and more.



FNGLA Certified Horticulture Professionals
Tyree Brown
Kelly Ann Vickers
Anna McCoon

Florida Nursery, Growers, and Landscape Association (FNGLA) Florida-Friendly Landscaping Certified Professionals (FFLCP) These trained professionals have demonstrated the ability to recognize and address common landscape issues using environmentally sustainable landscape management practices that help preserve and protect Florida's water and natural resources.

Certified GI-BMP Instructor



Green Industries Best Management Practices (GI-BMPs) is an educational program for lawn care and landscape maintenance people. The GI-BMP program teaches environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.

Green Industries Best Management Practices

Green Industries Best Management Practices Certification (GI-BMP)			
Alvaro Balderrama Zarate	GV405725-1	Auner Lopez	GV397988-1
Manuel Barron Rivera	GV401468-1	Andres Lopez Juan	GV14789-1
Ismael Bello	GV401469-1	Jonathan Maceira Franco	GV91103-1
Joseph Bond	GV29832-1	David Manfrin	G29844-1
Tyree Brown	GV18611-1	Samuel Martel	GV406648-1
Nelson Calderon	GV18173-2	Paula Means	GV34217-1
Scott Carlson	GV11210-1	David Mason	GV14131-2
Angel Cartagena Ortiz	GV915833-1	Bill Maxwell	GV916046-1
Rigo Berto Cruz	GV911954-1	Angel Miron	GV397990-1
Mike Davidson	GV405387-1	Gabriel Miron Torres	GV397716-1
Luis DeJesus Torres	GV911954-1	Jimmy Molina Valdez	GV39799-1
Luis Diaz	GV911027-1	Angel Monterroso	GV401763-1
Marvin Diego Antonio	GV401762-1	Jose Montiel	GV911957-1
William Driskell, Sr.	GV19062-1	Thomas Nelson	GV12398-2
Maria Felix	GV911322-1	Carlos Picazo Gomez	GV29838-1
Stephen Fletcher	GV19329-1	Nicholas Porter	GV26918-1
David Fontanez Velazquez	GV401471-1	Ledarin Ragins	GV405390-1
Teresa Fuentes	GV912631-1	Jose Reyes Montoya	GV397993-1
Andres Gaspar Esteban	GV401614-1	Jose Rios	GV910340-1
William Gipp	GV000037-1	Victor Rubio-Balli	GV401768-1
David Gomez	GV4613-1	Walter Ruiz	GV440539-1
Paul Gomez	GV12405-1	Jose Ruiz Planas	GV397996-1
Eduardo Gomez Lopez	GV911955-1	Nicholas Sanborn	GV405393-1
Chris Holt	GV915580-1	Steve Small	GV29846-1
Rufino Jahuey	GV397714-1	Kevin Toole	GV406651-1
Leon Jennings	GV4512-1	Jose Torres Cortes	GV912633-1
Miguel Jesus Martinez	GV401765-1	Kelly Ann Vickers	GV36130-1
Felix Laporte	GV402063-1	Bonifacio Villegas	GV23038-1
Bobby Law	GV12409-1	Alvin Windham	GV911478-1

Florida Department of Agriculture and Consumer Services (FDACS) Operator Licenses

Garth Rinard	Florida Pest Control Operator	JF159948
Garth Rinard	Florida Limited Lawn & Ornamental Management	JF159948
Mark Olson	Florida Pest Control Operator	JE153678
Mark Olson	Florida Limited Lawn & Ornamental Management	JF225134
Mark Olson	Pest & Rodent Control & Termite Control	JF225134
Robert Tabone	Florida Pest Control Operator	JF250513
Robert Tabone	Florida Limited Lawn & Ornamental Management	JE52727
Robert Tabone	Florida Limited Fertilizer License	LF184018
Alex Figueroa	Florida Limited Lawn & Ornamental Management	JF287006
Alex Figueroa	Florida Limited Lawn & Ornamental Management	JE243326
Alex Figueroa	Florida Limited Fertilizer License	LF242457

Pesticide Applicator Licenses

JE186565	Nelson Calderon		JE174601	David Mason
JE272937	Juan Candido		JE287366	Paula Means
JE116766	Michael Davidson		JE284078	Angel Miron
JE312938	Mariano Davila		JE201115	Gabriel Miron
JE243326	Alex Figueroa		JE218002	Jimmy Molina
JE272345	Andre Gaspar		JE213097	Nick Porter
JE201112	Carlos Gomez		JE205518	Ledarin Ragins
JE272938	Orlando Jascinto		JE277849	Sotero Ramos
JE136722	Robert Law		JE283843	Jose Rios
JE138769	Bill Leavens		JE257142	Sergio Rojas
JE257877	Andres Lopez		JE170039	Nicholas Sanborn
JE243116	Auner Lopez		JE312806	Roman Santamaria



Limited Commercial Fertilizer Applicator Licenses

Luis Diaz	LF287564
Stephen Fletcher	LF219686
David Mason	LF279730
Carlos Picazo Gomez	LF225682
Nicholas Porter	LF217409
Jose Rios	LF284218
Robert Tabone	LF184018
Bonifacio Villegas	LF219742

Irrigation Certifications

Landscape Maintenance Professionals, Inc. is a licensed and insured certified irrigation system contractor that employs numerous certified irrigation technicians. The LMP Irrigation team is dedicated to providing the highest quality and the highest standard of customer satisfaction. We are fully vetted and ready to give the best solution for your commercial irrigation project.

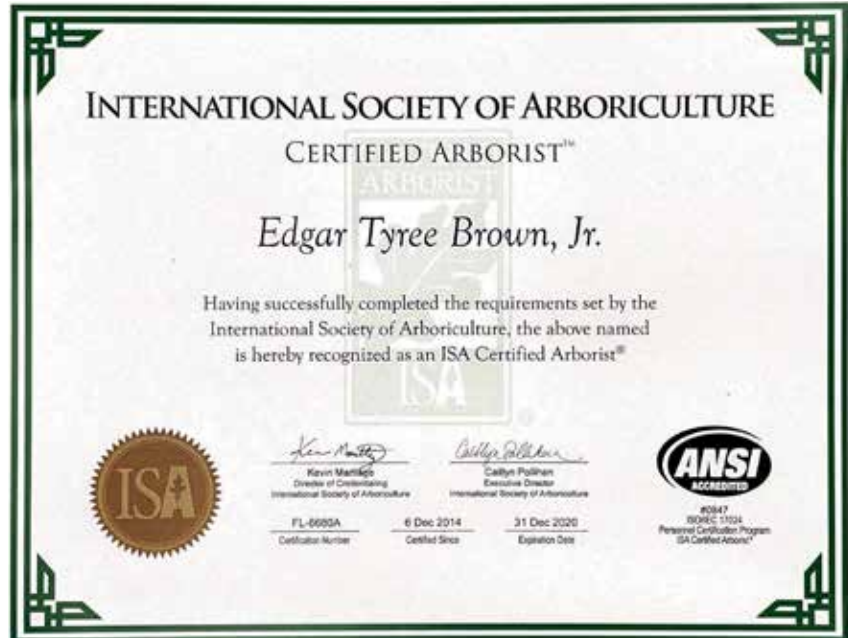
Our goal at LMP is to provide each customer with the proper volume of sprinkler head coverage to move water around their lawn efficiently.



Arbor Certifications

An arborist, by definition, is an individual trained in the art and science of planting, caring for, and maintaining individual trees. Arborists are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly.

Proper tree care is an investment that can lead to substantial returns. Well-cared-for trees are attractive and can add considerable value to your property. Poorly maintained trees can be a significant liability. Pruning or removing trees, especially large trees, can be dangerous work. Tree work should be done only by those trained and equipped to work safely in trees.



Arbor Certifications



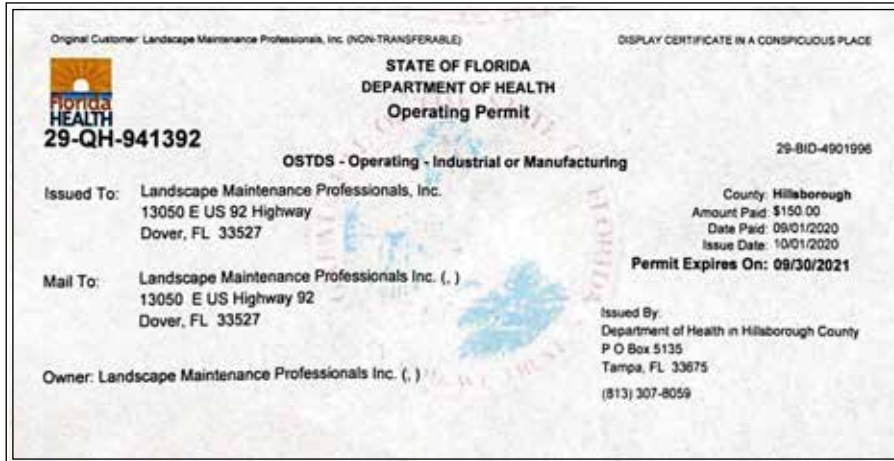
Continuing Education

LMP supports the professional development of employees.

Beyond staying current, continuing education provides an opportunity to leap ahead and our expertise further. If employees are excited about their work, they typically put more effort into it, produce better results, and are happier in the long run.



Operating Permit



E-Verified



FDOT Pollution Prevention



Each year, pollutant levels from illicit discharges, problematic non-stormwater discharges into storm sewer systems are frequent enough to significantly degrade local water quality in receiving waters and threaten aquatic, wildlife and human health. While illicit discharges originate from many sources, the most common are cracks and leaks in old sewer pipes.



A successful landscape maintenance engagement is driven by the performance of services by qualified and experienced individuals and their access to well-maintained vehicles and equipment. LMP has three full-time mechanics, supported by mechanic assistants, who oversee the vehicles in its fleet and minor engine repairs. LMP has over ninety vehicles in its fleet and more than four hundred pieces of equipment that it utilizes to perform professional services, including:

LMP Fleet

Year	Make	Model	In Rotation
2015 - 2022	Chevy	Colorado	20
2020	Chevy	Silverado	1
2011 - 2019	Ford	Escape	5
2006 - 2013	Ford	F-150	16
2004 - 2020	Ford	F-250	27
1999 - 2002	Ford	F-350	3
2011	Ford	F-450	1
1999 - 2001	Ford	F-550	2
2008	Ford	Ranger	2
2020	Freightliner	M2-106	1
2008	GMC	Sierra 1500	1
2013	GMC	Silverado 1500	5
2002	International	4300	1
2016 - 2022	Isuzu	NPR Crew Cab	8
2020	Isuzu	NPR HD	2
2018	Isuzu	NQR	3
2020 - 2022	Isuzu	NQR w/ Du	4
2005	Isuzu	Spray	1
2014 - 2015	Nissan	NV200	6



LMP Equipment

At Landscape Maintenance Professionals, we have the tools necessary to take care of your lawn properly. All of our equipment is state of the art and regularly maintained and cleaned to ensure you're getting the best service available for your commercial property.



Manufacturer	Description	In Rotation
Stihl	28.4 CC Edger	2
Stihl	28.4 CC Straight Shaft Trimmer	3
Sthil	Blower	105
Husqvarna	Blower	13
Billy Goat	Blower	4
Bread Cyclone	KB4 Pull Behind Blower	1
Bobcat	S570 T4 Bobcat	1
Echo	Chainsaw	1
Sthil	Chainsaw	10
Sthil	Edger	82
Husqvarna	Edger	13
Echo	Edger	2
John Deere	Gator	7
Sthil	Hedge Trimmer	36
Husqvarna	54" Stand On Mower	1
Husqvarna	Husqvarna 60" ZTR	1
Husqvarna	Husqvarna 72" ZTR	3
Toro	Lake Shore Trimmer	1
Stihl	Long Trimmer	3
TORRO	48" Recycle Kit Mower	2
TORRO	48" Walk-Behind Mower	2
TORRO	60" Recycle Kit Mower	16
TORRO	72" ZTR Turbo Force Mower	2
ExMark	Push Mower	1
ExMark	Riding Mower 60"	5
ExMark	Riding Mower 72"	8
ExMark	Walk-Behind Mower	10

Manufacturer	Description	In Rotation
ExMark	Zero Turn Mower	5
TORRO	Two Wheel Sulky	10
Stihl	Pole Pruner	11
Stihl	Pole Saw	6
Gravelly	Pro Stance	3
Little Wonder	Push Blower	2
Bravo 25	Push Mower	2
ExMark	Push Mower	2
Husqvarna	Push Mower	1
Mc Lane	Reel Mower	1
Stihl	Saw	6
Husqvarna	Saw	1
Stihl	Shear	7
Stihl	Short Trimmer	6
Husqvarna	Short Trimmer	2
ExMark	Sprayer	6
ExMark	Stand-on	8
Stihl	String Trimmer	94
ExMark	Turf Tracer	6
Pace	Push Mowers	2
Echo	Water Pumps	2
Echo	Weed Eater	4
Stihl	Whip	28
ExMark	Zero Turn Mower	9
Husqvarna	Zero Turn Mower	18
John Deere	Zero Turn Mower	1

Community

We are proud to be a family-owned and operated business with a vision of success as we partner with our customers to enhance their properties. As a company comprised of managers and employees who live where we work, we're also focused on improving the areas we serve. Over the years, we have partnered with many organizations to help our community, and below are just a few.

- Department of Veterans Affairs | Beautification of the Community Living Center Gardens
- Dignity Memorial | Vietnam Wall Experience
- Keep Pinellas Beautiful | Honeymoon Island State Park Adopt-A-Dune
- Pasco County UFIFAS Extension Luggage of Love Drive
- Boricuas de Corazon Inc. Food Giveaway & Blood Donation
- Youth Garden Grant | Kid's Gardening
- Florida Water's Stewardship Program



Associations

- Building Owners and Managers Association Greater Tampa Bay | BOMA
- Community Associate Institute Suncoast Chapter | CAI
- Community Associate Institute West Florida Chapter | CAI
- Certified Pest Control Operators Association of Florida | CPCO
- Commercial Real Estate Women Tampa Bay Executive Council | CREW
- Florida Gulfcoast Association of Realtors | FGAR
- Florida Nursery, Growers & Landscape Association | FNGLA
- Leadership Tampa Bay Alumnae | LTB
- National Association of Landscape Professionals | NALP

Awards

- Lawn & Landscape | Top 100 Landscaping Firms #86 | 2013
- Tampa Bay Business Journal | Top Commercial Landscape Firms | 2013 & 2017
- Tampa Bay Business Journal | Top 25 Minority-Owned Businesses | 2014
- Planet | National Landscape Award of Excellence | Cory Lakes CDD Merit Award | 2014
- Florida Community Association Journal | FLCAJ Readers' Choice Award | 2017, 2018 & 2019
- The American Registry | America's Most Honored Businesses Top 1% | 2018
- Landscape Management | LM150 Largest Landscape Companies | 2018 - Present
- Business Observer | Gulf Coast Top 500 Companies | 2019
- Business Observer | Gulf Coast Top 500 Companies | 2020
- BOMA | Toby Award | Suburban Office Park Mid-Rise (6-10 stories) Corporate Center I - IV at International Plaza | Cousins Properties | Corporate Center at International Plaza | Patrick Gehm | 2020



SECTION IV Experience

Client Profiles

” *We strive to build relationships that make things grow.*

Cory Lakes Community Development District | CDD

Cory Lake is a gated community offering a 165-acre skiing and boating lake, tennis courts, three playgrounds, a hockey/skate rink, beach volleyball court, basketball courts, and a large sand beach area for playing and sunning. Most homes are waterfront properties, have water views, or have views of the 1700 acre adjoining nature preserve. The community roads are elegantly brick-paved, and lush tropical foliage lines the two entries and other common areas.

Management Company	Wrathell, Hunt and Associates
Contact	John Hall
Telephone	(813) 924.4673
Email	clcddfm@corylakescdd.net
Contract Start Date	December, 2019
Contract Value	\$400,000.00



Harrison Ranch Community Development District | CDD

Harrison Ranch is a planned Community Development District (CDD) consisting of approximately nine hundred fifty-five (955.04) acres of land located in Manatee County. The unique features afforded the homeowners include access to seven miles of nature trails, soccer fields, community picnic areas, tennis courts, and a community pool.

Management Company	Rizzetta & Company, Inc.
Contact	Barbara McEvoy
Telephone	(941) 776-9725
Email	bmcevoy@rizzetta.com
Contract Start Date	November, 2019
Contract Value	\$400,000.00



Rizzetta & Company
Professionals in Community Management



Heritage Isles Golf & Country Club Community Development District | CDD

Heritage Isles Golf and Country Club is a large, master planned community in Hillsborough County, part of the City of Tampa. It is a community of over 866 single family Residences and 154 town homes, known as Nassau Pointe. Heritage Isles amenities include golf course, children's play area, recreational Center, volleyball, community swimming pools, sauna, tennis court, and security gate.

Management Company	Inframark, Infrastructure Management Services
Contact	Rich Unger, Director of CDD Operations
Telephone	(813) 907-7388
Email	HIManager@hicdd.org
Contract Start Date	June, 2009
Contract Value	\$250,000.00



Belmont Community Development District | CDD

The Belmont community, located in Hillsborough County, FL, contains over 2,120 single-family residential homes. This master-planned community also includes a school, amenity center, and park site. Belmont is in the Bullfrog Creek basin and contains a natural habitat preserve surrounding the creek.

Management Company	GMS Management Services
Contact	Kristen Brooks, Chairman
Telephone	(404) 723-1245
Email	Boardmember5@belmontcdd.com
Contract Start Date	October, 2019
Contract Value	\$300,000.00



Panther Trace Community Development District | CDD

Panther Trace is a planned Community Development District (CDD) consisting of over seven hundred eighty-five acres of land located entirely within Hillsborough County. The unique features afforded the homeowners include a pool, tennis, basketball, and volleyball courts, and a multipurpose field.

Management Company	DPFG, Inc.
Contact	Monica Vitale, Facilities Director
Telephone	(813) 671-8023
Email	ptrecentermanager@verizon.net
Contract Start Date	November, 2015
Contract Value	\$200,000.00



Venetian Community Development District | CDD

The Venetian is a planned Community Development District (CDD) consisting of approximately nine hundred sixty-four (964.03) acres of land located in North Venice, situated on the Myakka River. A gated, golf course community, offering exceptional views of fairways, ponds, and nature.

Management Company	Rizzetta & Company, Inc.
Contact	Keith Livermore, District Field Manager
Telephone	(941) 485-8500
Email	fieldmanager@vcdd.org
Contract Start Date	September, 2019
Contract Value	\$350,000.00



Rizzetta & Company
Professionals in Community Management



Watergrass I Community Development District | CDD

WaterGrass is a 997-acre family-oriented residential community in Eastern Pasco County, known for its attention to detail. WaterGrass offers various amenities, including the multi-million dollar community center with athletic courts, resort-style pool, water park, junior Olympic pool, and a convenient park and bicycle path system. From the parks, the private lake, and trees, to the gentle curves of the streets and plant selection in the lush landscaping, it is a master-planned community like no other.

Management Company	Meritus Corp.
Contact	Gene Roberts
Telephone	813-873-7300 Ext. 397
Email	gene.roberts@merituscorp.com
Contract Start Date	October, 2019
Contract Value	\$200,000.00



Watergrass II Community Development District | CDD

WaterGrass is a 997-acre family-oriented residential community known for its attention to detail. WaterGrass offers a variety of amenities, including the multi-million dollar community center with athletic courts, resort-style pool, water park, junior Olympic pool, and a convenient park and bicycle path system. From the parks, the private lake, and trees, to the gentle curves of the streets and plant selection in the lush landscaping, it is a master-planned community like no other.

Management Company	Inframark, Infrastructure Management Services
Contact	Andy Mendenhall
Telephone	(813) 991-1116 Ext. 1002
Email	andy.mendenhall@inframark.com
Contract Start Date	January 2021
Contract Value	\$550,000.00



Triple Creek Community Development District | CDD

Triple Creek is a 990-acre master-planned Community Development District (CDD) located in Hillsborough County, Florida. Landscape Maintenance Professionals, Incorporated was selected as the landscape provider for Triple Creek and as its construction partner for its ongoing land development initiatives.

Management Company	DPFG
Contact	Taylor Nielsen
Telephone	(813) 533-2950 ext. 9475
Email	tnielsen@rizzetta.com
Contract Start Date	December, 2020
Contract Value	\$550,000.00



Sarah Vande Berg Tennis & Wellness Center | Commercial & Athletic

The Sarah Vande Berg Wellness Center is a health and wellness complex in Zephyrhills, Florida. Situated on 10 acres off Simons Road in Zephyrhills, the Sarah Vande Berg Tennis Center is a USTA sanctioned tennis facility featuring a variety of tennis courts to train every professional.

Management Company	SVB
Contact	Pascal Collard
Telephone	(610) 888-5599
Email	pascal.collard@svbtenniscenter.com
Contract Start Date	October, 2020



Corporate Center at International Park | Commercial

The Corporate Centers at International Plaza, winners of the Building Owners and Managers (BOMA) “Building of the Year” in 2019 and 2020, encompasses four state of the art office complexes on a sprawling campus within walking distance to the upscale International Plaza, offering high visibility on Boy Scout Boulevard and is a LEED Gold Certified building.

Management Company	Cousins Properties
Contact	Patrick Gehm
Telephone	(813) 421-8702
Email	pgehm@cousins.com
Contract Start Date	March, 2010



Highwoods Preserve | Commercial

Highwood Preserve is a 1.8 million SF Class-A office, retail, and entertainment development in Hillsborough County. Professionally managed by Highwoods, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained. LMP was selected as the landscape provider of choice in 2017.

Management Company	Highwoods Properties
Contact	Venus Rodriguez
Telephone	(813) 416-3995
Email	venus.rodriguez@highwoods.com
Contract Start Date	January, 1999



Tampa Bay Park Corporate Center | Commercial

Tampa Bay Park offers seven state-of-the-art buildings located within 72 acres of green space with 26 acres of lakes, and centrally located in Tampa Bay Park in the Westshore submarket at of Himes Avenue and Dr. M.L.K. Jr. Boulevard. The Tampa Bay Park campus encompass seven state-of-the-art office complexes with a parking garage, and common areas. Professionally managed by Highwoods Properties, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained.

Management Company	Highwood Properties
Contact	Mike Dean
Telephone	(813) 876-7000
Email	michael.dean@highwoods.com
Contract Start Date	January, 1999



100 Carillon Parkway | Commercial

100 Carillon Parkway is a three-story, 79,701 square-foot Class A office building located in Carillon Park, Pinellas County's premier business park. Other features within Carillon Park include the BayCare Wellness Center, 4-Star Hilton Hotel, a nature preserve with boardwalks and running trails Professionally managed by Sabil Hill, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained.

Management Company	
Contact	Leigh Wyndham
Telephone	(813) 281-1281
Email	wyndham@sabalhill.com
Contract Start Date	January, 2008



Urban Centre | Commercial & Hospitality

Urban Centre is a Class A multi-tenant office complex, hotel, and retail location in the Tampa Westshore market. Consisting of two 9-story buildings with exceptional amenities to its tenants and visitors, the Urban Centre provides direct access to the Westshore Grand Hotel through the office complex's lobby.

Management Company	Jones Lang LaSalle
Contact	Erin Smith
Telephone	(813) 286-4316
Email	erin.smith@am.jll.com
Contract Start Date	September, 2009



Cypress Creek Town Center | Retail

The mixed-use Super Regional Shopping destination Town Center comprises more than 150-acres surrounding the Tampa Premium Outlets and Costco at the intersection of I-75 & State Road 56, which is one of the most highly trafficked intersections in Florida, in the dynamic Wesley Chapel growth corridor. Anchored by Tampa Premium Outlets, with over 110 stores and Costco Wholesale. Tampa Premium Outlets opened in October 2015, and development is ongoing. Surrounded by nature, Cypress Creek Town Center features wetland conservation and borders the Cypress Creek Preserve, a nature park, and conservation land.

Management Company	Sierra Properties
Contact	Brent Whitley
Telephone	(813) 289-2600
Email	brentwhitley@sierra-properties.com
Contract Start Date	April, 2017



SIERRA PROPERTIES

Vizcaya of Bradenton Condominium Association | COA

Vizcaya of Bradenton is a 256-unit condominium association located on 32 acres in Bradenton, Florida. Boasting four lakes and more than 1,000 palm trees, the community offers several outdoor amenities, including a large pool area with a sundeck and a multitude of tropical flowers and plants.

Management Company	Castle Group
Contact	Tammy Goldman
Telephone	(941) 755-2082
Email	tgoldman@castlegroup.com
Contract Start Date	June, 2018



Ventura Bay Homeowner's Association | HOA

Ventura Bay is a 206 single town home community located on 32 acres in Riverview, Florida. Ventura Bay Community is a fabulous place to call home with a large pool, clubhouse, playground, basketball courts, and walking trails.

Management Company	Leland Management
Contact	Mary Fritzler
Telephone	(727) 451-7902
Email	Mfritzler@lelandmanagement.com
Contract Start Date	March, 2019



Willowbend Community Association | HOA

Willowbend is a maintenance-free community encompassing nearly 130 acres in Osprey, Florida. The property abuts Oscar Scherer State Park, with its fishing, canoeing, kayaking, bicycling, hiking, and bird-watching. Amenities include a community center with pool, fitness center, and outdoor kitchen, along with several outdoor amenities and an active community social calendar.

Management Company	Sentry Management
Contact	Scott Brundrett, President
Telephone	(770) 380-0225
Email	willowbendpresident@gmail.com
Contract Start Date	October, 2019



Hawk's Point West Homeowner's Association | HOA

Hawks Point West Homeowners Association is a gated community comprised of 188 town homes and 220 single family homes in Ruskin. This community shares a clubhouse and gym with the Hawks Point community but also have their own pool and pavilion. Boasting several outdoor amenities, including two playgrounds, a dog park, swimming pool, clubhouse, and pavilion.

Management Company	Qualified Property Management
Contact	Rebecca Schulz
Telephone	(813) 649-0280
Email	hawkspoint@qualifiedproperty.com
Contract Start Date	February, 2019



Esplanade of Tampa Community Association | HOA

Esplanade of Tampa Community Association is a 170-acre master-planned community located in Pasco County, Florida. Situated on approximately 170 acres, the master-planned community includes an extraordinary amenity campus.

Management Company	Sentry Management
Contact	John Browne
Telephone	(813) 415-5589
Email	jbrowne@sentrymgt.com
Contract Start Date	September, 2020



The Amalfi Clearwater | Multifamily

The Amalfi at Clearwater is a multifamily residence with several outdoor amenities, including a Zen garden and a large pool area with a sundeck. Top Rated for 2020 by Apartment Ratings and Resident Satisfaction winner from Satisfacts for 2020!

Management Company	Richman Properties Services
Contact	Brian Murphree
Telephone	(727) 224-6050
Email	murphreeb@richmanmgt.com
Contract Start Date	February, 2012



Belleair Place | Multifamily

Belleair Place is a multifamily residence in Clearwater, Florida, consisting of several outdoor amenities, including an outdoor picnic and barbecue area, playground, and large pool area with sundeck.

Management Company
Contact
Telephone
Email
Contract Start Date

Richman Properties Services
Brian Murphree
(727) 224-6050
murphreeb@richmanmgt.com
February, 2014



RICHMAN
PROPERTY
SERVICES, INC.



IMP Landscape
Maintenance
Professionals, Inc.™

SECTION V The Partnership

Pricing & Quote

” *We're a 'Detail Company' that just happens to mow grass.*



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LT RANCH CDD NARRATIVE

PERSONNEL- The individual who will be responsible for directly managing this account will be Sergio Rojas. Sergio has been with LMP for 5+ years, and during his tenure he has obtained extensive experience managing very large CDD districts and HOA's. His attention to detail and his communication separate Sergio from other Account Managers in the industry. He is very personable, and is not afraid to get his hands dirty when needed. Sergio understands that relationships are the most important facet of our business and he strives to instill this on every property he is involved with and is the foundation on which he manages.

The LMP local office that will be servicing LT Ranch CDD is approximately 20 minutes away, on Rome Blvd in Sarasota near I-75, affording us the ability to mobilize very quickly to go in any direction. For LT Ranch CDD, we intend to use a maintenance crew of 4 to service the property over a period of 4 days. We have always felt that a smaller crew over the course of multiple days does a much better job than a large crew over the course of one day. Multiple days of service provides us the extra ability to pay close attention to items that we observed on our first day of service and address those items that same week as opposed to waiting until the following weeks to service. In addition, we will have our Irrigation Supervisor (Ryan Eberly) who will be onsite 5-6 days per month to perform irrigation inspections and repairs, and our Fertilizer/Pest Supervisor (Mark Olson) who will be onsite 3-4 days per month to address any fertilizer, weed, and disease needs.

As for trained technical staff, we will be utilizing 3-4 additional skilled technicians to address, irrigation, annuals, fertilization, and pest control of the community throughout the year.

The crew will be comprised of 4 maintenance people mowing for 2 days per week, and 4 people performing detail work 2 days per week.

LT RANCH CDD SITE SUPERVISION- LMP will be providing hard copies of our daily work activity reports to the property manager; applicable maintenance form, pest control forms, and irrigation forms. The Sarasota Branch Manager, Christopher Berry, will be onsite weekly performing quality control checks and ensuring that the finer detail work is being performed. Your Account Manager, Sergio Rojas will be onsite on service days to oversee the crews, and will also perform a monthly Maintenance Quality Inspections (MQI). MQI is a program where LMP performs an in-house scored inspection that includes pictures along with detailed notes on issues observed. This inspection is provided to the property manager, LMP Corporate Management and passed down to the maintenance crews as an "items to correct" punch list.

The Vice President/ General Manager (Scott Carlson) and the President (Orlando Castillo Jr.) will be making 4-6 visits per year to review property condition and crew performance.

EXPERIENCE- LMP has been in business since 1999. We are a family owned company based in Tampa with offices in, Lutz, and Dover along with a branch in Sarasota. We employ over 220 employees and have roughly 110 trucks on the road each and every day. In our bid package you will see a partial list of our various customers. I would 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. LMP currently works with over 25+ Community Development Districts throughout the Greater Tampa Bay and Sarasota areas.



LT RANCH CDD NARRATIVE (cont')

IRRIGATION SYSTEM MAINTENANCE PROGRAM FOR LT RANCH CDD

- 1) There are approximately 170 irrigation zones at LT Ranch CDD. LMP irrigation pricing includes a comprehensive monthly inspection, clock and zone adjustments as necessary, along with an irrigation inspection report for each individual controller. Irrigation controller settings will be adjusted: for seasonal changes, periods of drought, daylight savings time, any SWFMD imposed watering restrictions, and turf/plant conditions.
- 2) LMP will run each zone for 4-5 minutes, checking for leaks, any coverage issues and also checking that nozzles are working properly. The amount of time spent to inspect common area irrigation, perform required repairs, review the irrigation inspection, and prepare the irrigation report would be approximately 40 hours per month.

LANDSCAPE FERTILIZATION PROGRAM

- 1) LMP will apply a custom blended fertilizer containing 50% slow release nitrogen along with elemental micro-nutrients to assist in the appearance and health of irrigated Bahia and St Augustine turf in designated landscaped areas.
- 2) Trees and palms will receive a custom blended fertilizer containing essential nutrients and elemental micro-nutrients.
- 3) LMP will observe and abide by all state and local ordinances regarding the restriction of fertilizer in the landscape.

SHRUB BED AND TREE RING WEED CONTROL PROGRAM

- 1) LMP will use mechanical means (pulling weeds by hand) and chemical means (non-selective and pre-emergent herbicides) to create relatively weed-free ornamental beds. Weeds in beds and tree rings will be treated chemically and/or pulled depending on the proximity to the plant.
- 2) Mechanical means will be used around plants filled with undesirable grasses/weeds to prevent any damage from non-selective herbicides. Weeds taller than 2 inches will be removed manually.
- 3) Chemical means; non-selective herbicides will be used in open areas around shrubs/plants and in tree rings. Pre-emergent herbicides will be used to eliminate reduce germination of weeds in ornamental beds.
- 4) Areas that have been treated with weed control will be flagged with the application date and time.

TURFWEED CONTROL PROGRAM

LMP will implement a comprehensive turf weed control using a variety of control methods and Florida Best Management Practices (BMP).

- 1) **Spot applications of selective weed control;** rotating products throughout the growing season as temperatures and weather conditions change. These applications will be conducted monthly, and as needed. Areas that have been treated with weed control will be flagged with the application date and time.



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Sarasota Supervisory Personnel Brief Resume's

Chris Berry--- Branch Manager

Chris has been in the Greens Industry for over 20 years during that time he has obtained experience from being a business owner, account manager and currently the Sarasota Branch Manager at Landscape Maintenance Professionals.

Chris is proficient in irrigation system maintenance

Chris is also GI-BMP certified

Sergio Rojas--- Account Manager

Sergio has been in the Greens Industry for over 5 years during that time he has obtained experience starting from being a maintenance crew member, crew foreman and is currently an Account Manager for the Sarasota branch of Landscape Maintenance Professionals.

Sergio is also GI-BMP Certified

Mark Olson--- Fert/Pest Control Manager

Mark has been in the Greens Industry for over 40 years during that time he has obtained experience in diagnosing plant, turf tree, and palm diseases along with gathering knowledge in treating insect and weed issues.

Mark is currently the Fert/Pest Manager for the Sarasota branch of Landscape Maintenance Professionals.

Mark has a Florida CPCO, GI-BMP Certified and also has the Limited Fertilizer Certificate

Ryan Eberly---Irrigation Manager

Ryan has been in the Greens Industry for over 5 years during that time he has become proficient as diagnosing, troubleshooting and servicing commercial irrigation systems. Ryan started out as an irrigation crew member and is currently the Irrigation Manager for the Sarasota branch of Landscape Maintenance Professionals.

Ryan is GI-BMP Certified

Eric Gorman---Enhancement Manager

Eric has been in the Greens Industry for over 10 years during that time he has obtained experience in irrigation, and the installation of commercial landscape plant material, Eric serves as the Enhancement Manager for the Sarasota Branch of Landscape Maintenance Professionals.

Eric also GI-BMP Certified



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LMP MAINTAINED CDD'S SINCE 2013

11/12/2021

<u>PROPERTY NAME</u>	<u>START</u>	<u>STATUS</u>	<u>CONTACT</u>	<u>PHONE</u>
<u>Belmont CDD</u>	<u>10/1/2019</u>	<u>ACTIVE</u>	<u>Kirsten Brooks</u>	<u>(404) 723-1245</u>
<u>Bobcat Trail CDD</u>	<u>10/1/2020</u>	<u>ACTIVE</u>	<u>Scott Verill</u>	<u>(941) 426-1829</u>
<u>Chapel Crossings CDD</u>	<u>8/1/2021</u>	<u>ACTIVE</u>	<u>Craig Weber</u>	<u>(813) 994-2277</u>
<u>Cory Lake Isles CDD</u>	<u>12/1/2019</u>	<u>ACTIVE</u>	<u>John Hall</u>	<u>(813) 924-4673</u>
<u>Covington Park CDD</u>	<u>10/1/2013</u>	<u>ACTIVE</u>	<u>Ronald Blue</u>	<u>(443) 254-1065</u>
<u>Easton Park CDD</u>	<u>12/1/2020</u>	<u>ACTIVE</u>	<u>Mark Vega</u>	<u>(813) 991-1116</u>
<u>Harrison Ranch CDD</u>	<u>11/1/2019</u>	<u>ACTIVE</u>	<u>Barbara McEvoy</u>	<u>(928) 451-2421</u>
<u>Hawks Point CDD</u>	<u>9/1/2018</u>	<u>ACTIVE</u>	<u>Chantal Copeland</u>	<u>(730) 359-4627</u>
<u>Heritage Isles CDD</u>	<u>5/1/2009</u>	<u>ACTIVE</u>	<u>Rich Unger</u>	<u>(813) 299-5539</u>
<u>Northwood CDD</u>	<u>11/1/2015</u>	<u>ACTIVE</u>	<u>Gene Roberts</u>	<u>(813) 440-7096</u>
<u>Oak Creek CDD</u>	<u>4/1/2016</u>	<u>ACTIVE</u>	<u>Mark Vega</u>	<u>(813) 991-1116</u>
<u>Panther Trace CDD</u>	<u>11/1/2015</u>	<u>ACTIVE</u>	<u>Monica Vitale</u>	<u>(813) 671-8023</u>
<u>Panther Trace II CDD</u>	<u>9/1/2018</u>	<u>ACTIVE</u>	<u>Anna Ramirez</u>	<u>(813) 671-0831</u>
<u>Panther Trails CDD</u>	<u>11/1/2019</u>	<u>ACTIVE</u>	<u>Taylor Nielsen</u>	<u>(813) 533-2950 x 9475</u>
<u>Parkway Center CDD</u>	<u>8/1/2013</u>	<u>ACTIVE</u>	<u>Gene Roberts</u>	<u>(813) 440-7096</u>
<u>Triple Creek CDD</u>	<u>12/1/2020</u>	<u>ACTIVE</u>	<u>Alex Garces</u>	<u>(813) 699-9065</u>
<u>Venetian CDD</u>	<u>11/1/2019</u>	<u>ACTIVE</u>	<u>Keith Livermore</u>	<u>(208) 996-7274</u>
<u>Vizcaya CDD</u>	<u>10/1/2019</u>	<u>ACTIVE</u>	<u>Tammy Goldman</u>	<u>(941) 755-2082</u>
<u>Watergrass I CDD</u>	<u>1/1/2019</u>	<u>ACTIVE</u>	<u>Gene Roberts</u>	<u>(813) 440-7096</u>
<u>Watergrass II CDD</u>	<u>2/1/2021</u>	<u>ACTIVE</u>	<u>Brenden Crawford</u>	<u>(813) 367-6705</u>
<u>Waters Edge CDD/Rivers Reach</u>	<u>6/1/2016</u>	<u>ACTIVE</u>	<u>Mick Sheppard</u>	<u>(813) 408-0511</u>

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 LT 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: Addendum # 1--October 25, 2021.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than October 12, 2021**), 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 12th day of November, 2021.

Proposer: Landscape Maintenance Professionals, Inc.

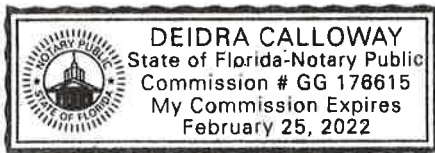
By: Scott A. Carlson

Title: Vice President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of November, 2021, by Scott A. Carlson, as Vice President of Landscape Maintenance Professionals, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Deidra Calloway

NOTARY PUBLIC, STATE OF Florida

Name: Deidra Calloway

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name Landscape Maintenance Professionals, Inc.

Street Address _____

P. O. Box (if any) 267 _____

City Seffner State Florida Zip Code 33583

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

Parent Company Name (if any) SAME AS ABOVE

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 : Dec 1999
P99000109381

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>\$ 1,000,000.00</u>
Automobile Liability	<u>\$ 1,000,000.00</u>
Workers Compensation	<u>\$ 1,000,000.00</u>
Umbrella Liability	<u>\$2,000,000.00</u>
Expiration Date	<u>08/01/2022</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing: ALL LICENSES LISTED BELOW ARE CURRENT AND IN GOOD STANDING.

COPIES ARE INCLUDED IN OUR BID PACKET

Robert Tabone---Florida CPCO

Garth Rinard---Florida CPCO

Anna McCoon---FNGLA Certified Horticulturist

Bill Gipp-----FNGLA Certified Horticulturist

Josh Axmacher---Florida Irrigation Specialty Contractor

Mark Olson-----Florida CPCO

Tyree Brown-----ISA Certified Arborist

E Verify Certified---#939290

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 Christopher Berry Title Branch Manager

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

1 Supervisors, who will be onsite 4 days per week;
3-4 Technical personnel, who will be onsite 4-5 days per month; and
5 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 x No _____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Mark Olson

Position / Certifications: Florida CPCO/ GI BMP Certified

Duties / Responsibilities: Oversee Fert/Pest Operations

% 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: Waters Edge CDD

Contact: Mick Sheppard Contact Phone: (813) 408-0511

Project Type Description: : Comprehensive Landscape and Irrigation System Maintenance

Duties / Responsibilities: Oversee Fert/Pest Operations

Dollar Amount of Contract: \$120,884.00

Proposer's Scope of Services for Project: Mowing, edging, blowing off sidewalks/curb, policing of property, detailing and maintenance of ornamental beds. Fertilization, insecticide and disease treatments to all plant material. Tree and palm trimming within community. Maintenance, inspection and repair of irrigation system. Installation of annual flowers and mulch.

Dates Served: June 2016 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 Served: _____

- *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.

OFFICERS

PROPOSER: Landscape Maintenance Professionals, Inc.

DATE: November 12, 2021

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 Financial Operations	Palmetto, Fl
Scott A. Carlson	Vice President	Oversight of Business Operations	Wesley Chapel Fl
Bill Maxwell	Company Officer	Safety And Risk Manager	Apollo Beach Fl
FOR PARENT COMPANY (if applicable)			

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: Barbara McEvoy Contact Phone: (928) 451-2421

Project Type/Description: Comprehensive Landscape and Irrigation System Maintenance

Dollar Amount of Contract: \$411,697.00

Scope of Services for Project.): Mowing, edging, blowing off sidewalks/curb, policing of property, detailing and maintenance of ornamental beds. Fertilization, insecticide and disease treatments to all plant material. Tree and palm trimming within community.

Maintenance , inspection and repair of irrigation system. Installation of annual flowers and mulch.

Dates Serviced: November 2019 to 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:*

2020 = \$14,896,466.00

2019 = \$16,364,240.00

2018 = \$16,801,356.00

- 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 Name/Location: Vizcaya Of Bradenton

Contact: Tammy Goldman Contact Phone: (941) 755-2082

Project Type/Description: Comprehensive Landscape and Irrigation System Maintenance

Dollar Amount of Contract: \$138,000.00

How was the project similar to this project? This project also requires full landscape and irrigation system maintenance, with similar scope of services.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, edging, blowing off sidewalks/curb, policing of property, detailing and maintenance of ornamental beds. Fertilization, insecticide and disease treatments to all plant material. Tree and palm trimming within community. Maintenance, inspection and repair of irrigation system. Installation of annual flowers and mulch.

List of equipment used on site: Gas powered edgers, hedgers, blowers and weedeaters.

Mowers: 104", 72", 60", 54", walk behind and push mowers. Gas powered fertilizer spreaders.

Bucket and Grapple trucks.

List of subcontractors used: NONE

Is this a current contract? Yes No

Duration of contract: October 2019 to Current

- *(Information regarding similar projects – continued)*

Project Name/Location: Willow Bend At Osprey HOA

Contact: Cheri Perez Contact Phone: (941) 361-1222

Project Type/Description: Comprehensive Landscape and Irrigation System Maintenance

Dollar Amount of Contract: \$420,096.00

How was the project similar to this project? This project also requires full landscape and irrigation system maintenance with similar scope of services.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, edging, blowing off sidewalks/curb, policing of property, detailing and maintenance of ornamental beds. Fertilization, insecticide and disease treatments to all plant material. Tree and palm trimming within community. Maintenance, inspection and repair of irrigation system. Installation of annual flowers and mulch.

List of equipment used on site: Gas powered edgers, hedgers, blowers and weed eaters. Mowers: 104", 72", 60", 54", walk behind and push mowers. Gas powered fertilizer spreaders. Bucket and Grapple trucks.

List of subcontractors used: NONE

Is this a current contract? Yes No

Duration of contract: October 2019 to Current

- *(Information regarding similar projects – continued)*

Project Name/Location: Bobcat Trail CDD

Contact: Scott Verill Contact Phone: (941) 426-1829

Project Type/Description: Comprehensive Landscape and Irrigation System Maintenance

Dollar Amount of Contract: \$142,047.00

How was the project similar to this project? This project also requires full landscape and irrigation system maintenance with similar scope of services.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, edging, blowing off sidewalks/curb, policing of property, detailing and maintenance of ornamental beds. Fertilization, insecticide and disease treatments to all plant material. Tree and palm trimming within community.

Maintenance , inspection and repair of irrigation system. Installation of annual flowers and mulch.

List of equipment used on site: Gas powered edgers, hedgers, blowers and weedeaters.

Mowers: 104", 72", 60", 54", walk behind and push mowers. Gas powered fertilizer spreaders.

Bucket and Grapple trucks.

List of subcontractors used: NONE

Is this a current contract? Yes No

Duration of contract: October 2020 to Current

- *(Information regarding similar projects – continued)*

Project Name/Location: Venetian CDD

Contact: Keith Livermore Contact Phone: (208) 966-7274

Project Type/Description: Comprehensive Landscape and Irrigation System Maintenance

Dollar Amount of Contract: \$382,445.00

How was the project similar to this project? This project also requires full landscape and irrigation system maintenance with similar scope of services.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing, edging, blowing off sidewalks/curb, policing of property, detailing and maintenance of ornamental beds. Fertilization, insecticide and disease treatments to all plant material. Tree and palm trimming within community.

Maintenance, inspection and repair of irrigation system. Installation of annual flowers and mulch.

List of equipment used on site: Gas powered edgers, hedgers, blowers and weedeaters.

Mowers: 104", 72", 60", 54", walk behind and push mowers. Gas powered fertilizer spreaders.

Bucket and Grapple trucks.

List of subcontractors used: NONE

Is this a current contract? Yes No

Duration of contract: October 2019 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 X 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 X*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? 1.27 _____

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 X No ___

If yes, please describe each incident: Employee suffered spider bite resulting in eventual requirement of medical care. Employee was out of work for approximately 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 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.*

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

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

\$ 126,600.00 Yr

PART 2

Fertilization (All labor and materials)

\$ 23,715.00 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
JAN	24-2-12 W/ PRE-M	1 LB N/1000 SF	2,400 POUNDS	\$2,880.00
APR	24-2-12	1 LB N/1000 SF	2,400 POUNDS	\$2,880.00
OCT	24-2-12	1 LB N/1000 SF	2,400 POUNDS	\$2,880.00
NOV	24-2-12 W/ PRE-M	1 LB N/1000 SF	2,400 POUNDS	\$2,880.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
JAN	24-2-12 W/PRE-M	1 LB N/1000 SF	100 POUNDS	\$155.00
APR	24-2-12	.5 LB N/1000 SF	50 POUNDS	\$80.00
OCT	24-2-12 W/PRE-M	1 LB N/1000 SF	100 POUNDS	\$155.00

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
JAN	24-2-12 W/PRE-M	1 LB N/1000 SF	60 POUNDS	\$75.00
FEB	24-2-12	.5 LB N/1000 SF	30 POUNDS	\$38.00
APR	24-2-12	1 LB N/1000 SF	60 POUNDS	\$75.00
OCT	24-2-12	1 LB N/1000 SF	60 POUNDS	\$75.00
NOV	24-2-12 W/PRE-M	1 LB N/1000 SF	60 POUNDS	\$75.00

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	500 POUNDS	\$568.00
JUN	8-2-12	1.5 LB/100 SF	500 POUNDS	\$568.00
SEP	8-2-12	1.5 LB/100 SF	500 POUNDS	\$568.00
NOV	8-2-12	1.5 LB/100 SF	500 POUNDS	\$568.00

SHRUB TREE AND GROUNDCOVER (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (4-6 LBS. N/1000 SF PER YEAR)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	10-4-12	1.5 LB N/1000 SF	2,500 POUNDS	\$3,065.00
JUN	10-4-12	1.5 LB N/1000 SF	2,500 POUNDS	\$3,065.00
SEP	10-4-12	1.5 LB N/1000 SF	2,500 POUNDS	\$3,065.00

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) \$ 5,160.00 /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.

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 all Finished Landscaped Areas as described in Scope of Services. \$ 8,000.00 /Yr

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

PART 4

Irrigation (All labor and materials) \$ 20,400.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

PART 5

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

620 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 48.00 /CY (October Application)

And

310 CY Grade "A" 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 \$ 44,640.00 /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 585 (4") annuals four (4) times per year per specs at the direction of the District at
\$ 1.95 /annual.

\$ 1,140.75 /rotation

\$ 4,563.00 /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)

\$175,875.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>175,875.00</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>175,875.00</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>175,875.00</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.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

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 12th day of November, 2021.

Proposer: Landscape Maintenance Professionals, Inc.
By: Scott A. Carlson
Title: Vice President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of November, 2021, by Scott A. Carlson, as Vice President of Landscape Maintenance Professionals Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

**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 LT 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 Landscape Maintenance Professionals, Inc.
PO Box 267
Seffner, FL 33583
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.)

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 12th day of November, 2021.

Proposer: Landscape Maintenance Professionals, Inc.
By: Scott A. Carlson
Title: Vice President

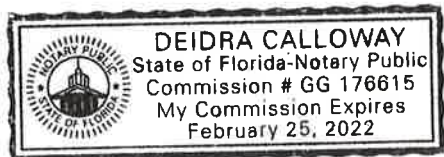
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of November, 2021, by Scott A. Carlson, as Vice President of Landscape Maintenance Professionals, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

Deidra Calloway
NOTARY PUBLIC, STATE OF FLORIDA

Name: Deidra Calloway
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



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 LT 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.

Proposer's business address is: Landscape Maintenance Professionals, Inc.
PO Box 267
Seffner, FL 33583

- 3.
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 12th day of November, 2021.

Proposer: Landscape Maintenance Professionals, Inc.

By: *Scott A. Carlson*

Title: Vice President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of November, 2021, by Scott A. Carlson as Vice President of Landscape Maintenance Professionals, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Deidra Calloway

NOTARY PUBLIC, STATE OF FLORIDA

Name: *Deidra Calloway*
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LT RANCH COMMUNITY DEVELOPMENT DISTRICT
E-VERIFY AFFIDAVIT

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. ("**Contractor**") and am authorized to make this E-Verify Affidavit on behalf of Contractor. The Contractor is an enterprise working as a vendor within the WENTWORTH ESTATES Community Development District ("**District**").
2. The Contractor acknowledges that Section 448.095, Florida Statutes, applies to the Agreement and agrees to comply with the terms of such statute. Pursuant to Section 448.095, Florida Statutes, the undersigned, on behalf of the Contractor, certifies that the Contractor is registered with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.
3. The Contractor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement. The Contractor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

Under penalties of perjury, I declare that I have read the foregoing E-Verify Affidavit and that the foregoing is true and correct. Dated as of this 12th day of November, 2021.

Contractor: Landscape Maintenance Professionals, Inc.

By: Scott A. Carlson

Title: Vice President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 12th day of November, 2021, by Scott A. Carlson, as Vice President of Landscape Maintenance Professionals, Inc. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Deidra Calloway
NOTARY PUBLIC, STATE OF FLORIDA

Name: Deidra Calloway

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**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	\$65.00	Hour
D.	Supervisor with Transportation	\$40.00	Hour
E.	Laborer with hand equipment	\$35.00	Hour
F.	Truck w/driver	\$35.00	Hour
G.	Irrigation Tech	\$60.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$35.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$35.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$35.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$35.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$35.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$35.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$35.00	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$2,500.00	Per Mow

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

LMP UNIT PRICING FOR IRRIGATION SERVICES

<u>Service Item/Category</u>	<u>TOTAL</u>
<u>SPRINKLER/NOZZLE REPAIR</u>	
<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>	\$6.50
<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
<u>PIPE REPAIR</u>	
<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'

11/12/2021 BL

Service Item	TOTAL
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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>	\$65.00
<i>Replace Hunter 24V Solenoid</i>	\$40.00
<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
CONTROLLERS	
RB ESP Modular Controller 4 Station	\$255.00
RB ESP SMT Smart Control 4 Station	\$505.00
RB ESP SM-3 3 station module	\$60.00
RB ESP SM-6 6 station module	\$110.00
RB ESP LXME 8 Station	\$628.00
RB ESP LXM SM-4 4 station module	\$68.00
RB ESP LXM SM-8 8 station module	\$140.00
RB ESP LXM SM-12 12 station module	\$234.00
Hunter ACC 1200	\$1,500.00
Hunter ACC 2 Metal Cabinet	\$2,200.00
Hunter Decoder Module	\$1050.00
Hunter ACC 6 Station Module	\$350.00
Hunter Node 100 1 station batt clock	\$155.00
Hunter Node 200 2 station batt clock	\$275.00
Hunter Node 400 4 station batt clock	\$325.00
Hunter XC Hybrid 6 station control/.	\$240.00
Hunter XC Hybrid 10 station control/.	N/A
Hunter XC Hybrid 12 station control/.	\$300.00
Install/Replace 9V Battery Back-up	\$6.00
Weathermatic 1600 Web-based Control	\$1,368.00
Weathermatic 1600 W/flow capability	\$1,711.00
Weathermatic 1624 24 Zone Web-based	\$1,560.00
Weathermatic 1624 W/flow capability	\$1,902.00
Weathermatic 4800 Web-based Control	\$1,751.00
Weathermatic 4800 W/flow capability	\$2,093.00
Weathermatic 4 Station Exp. Module	\$75.00
Weathermatic 12 Station Exp. Module	\$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>	\$125.00
<i>Install Hunter Solar Sync Sensor</i>	\$175.00
<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>	\$175.00
<i>Replace ICD-200 Two Station Decoder</i>	\$265.00
<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

<i>Basic inspection of irrigation pump</i>	\$225.00
<i>Conduct water quality test (per sample)</i>	\$80.00

11/12/2021 AL

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

LT RANCH
COMMUNITY DEVELOPMENT DISTRICT

October 2021

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LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Sarasota County, Florida

Notice is hereby given that the LT 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 for public inspection on October 7, 2021 at 1:00 P.M. (“**Project Manual Issuance Date**”) and may be obtained by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com. A **mandatory** on-site meeting will be held at the main entrance with CDD Staff on October 21, 2021 at 10 a.m. 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; and (2) have at least five (5) years of experience with landscape maintenance projects. 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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than November 15, 2021 at 1 p.m. (EST) at the Offices of Waldrop Engineering, 28100 Bonita Springs Grande Drive, Suite 305 , Bonita Springs Florida 34125, Attention James P. Ward, District manager, 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 twenty five hundred dollars (\$2,500.00) 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 will be publicly opened at the time and date stipulated above; those 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com.

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 Bruce Bernard at bbernard@cgasolutions.com, and District Counsel, Jere Earlywine at Jere@KELawGroup.com.

LT Ranch Community Development District
James P. Ward, District Manager

LT RANCH COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT")

**Landscape & Irrigation Maintenance Services
Sarasota County, Florida**

Instructions to Proposers

1. **DUE DATE.** Eight hard copies of interested party's ("**Proposer**") written proposal ("**Proposals**") AND a PDF file on a flash-drive must be received no later than November 15, 2021, at 1 p.m. at the offices of Waldrop Engineering, 28100 Bonita Springs Grande Drive, Suite 305, Bonita Springs, Florida 34125, Attention: James P. Ward. 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
October 4, 2021	RFP Notice is issued.
October 7, 2021	RFP package available for distribution.
October 21, 2021	On Site Meeting at main entrance with CDD staff 10:00 AM
October 22, 2021	Site inspections available at any time without District staff
October 28, 2021	Deadline for questions.
November 15, 2021	Proposals submittal deadline at 1:00 PM.

3. **PRE-PROPOSAL MEETING.** A mandatory on-site meeting will be held at the main entrance with CDD Staff on October 21, 2021 at 10 a.m.

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 two thousand five hundred dollars (\$2,500.00) 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, paved paths, ground surface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide

for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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. 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 October 7, 2021 at 1:00 P.M. ("**Project Manual Issuance Date**") by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com.

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 Bruce Bernard, Asset Manager, bbernard@cgasolutions.com, and(Attorneys name and email), Jere Earlywine, KE Law Group, PLLC at jere@kelawgroup.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 28, 2021, and at 4 pm. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. 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 eight hard copies AND a PDF file on a flash-drive, 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 (LT 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 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 on-site 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 Project Manual Issuance Date, 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: District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward. 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 20% 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 Five Thousand Dollars (\$25,000.00). 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.

**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE 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.

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.

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, 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

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Lee

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Account Executive Mainscope ("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 LT 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: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (i.e., by no later than October 12, 2021), 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 15th day of November, 2021.

Proposer: Mainscape
By: Jessica Shannon
Title: Account Executive

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jessica Shannon, as Account Executive of Mainscape, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

Sharon Agosto
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Sharon Agosto
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Sharon Agosto
Notary Public
State of Florida
Comm# HH094564
Expires 2/17/2025

PROPOSAL FORM
PART I - GENERAL INFORMATION

• Proposer General Information:

Proposer Name Mainscape

Street Address 13279 Treeline Ave

P. O. Box (if any) _____

City Fort Myers State FL Zip Code 33913

Telephone 941-306-8579 Fax no. _____

1st Contact Name Jessica Shannon Title Account Executive

2nd Contact Name Jeff Synder Title VP Florida

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: Mainscape Inc.
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Indiana Date January 23, 1985

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>1,000,000</u>
Automobile Liability	\$ <u>1,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>9/14/2022</u>

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

IRRIGATION CONTRACTORS LICENSE FL - SCC131152140
LICENSE AS DEALER IN AGRICULTURE PRODUCTS - 115132-29

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Street Address Chamberlin Blvd.

P. O. Box (if any) _____

City North Port State FL Zip Code 34286

Telephone 1-800-481-0096 Fax no. _____

1st Contact Name Jessica Shannon Title Account Executive

2nd Contact Name Jeff Synder Title VP Florida

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

<u>2</u>	Supervisors, who will be onsite <u>23</u> days per week;
<u>1-2</u>	Technical personnel, who will be onsite <u>1</u> days per _____; and
<u>3-8</u>	Laborers, who will be onsite <u>2+</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: Andres Quijano

Position / Certifications: Regional Manager

Duties / Responsibilities: Site Supervisor

% 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: Cresswind

Contact: _____ Contact Phone: _____ Project

Type/Description: Landscape - Commons & Homes

Duties / Responsibilities: Site Supervisor

Dollar Amount of Contract: +350,000K

Proposer's Scope of Services for Project: Full Service Landscape Maintenance

Dates Serviced: 2021 - present

- 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 SE Spreading

Street Address 17473 Jean St A

P. O. Box (if any) _____

City Fort Myers State FL Zip Code 33916

Telephone 239-332-2595 Fax no. _____

1st Contact Name Shane Shirey Title President

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: mulch

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

Project Name/Location: multiple sites throughout FL

Contact: Shane Shirey Contact Phone: 239-332-2595 Project

Type/Description:

Dollar Amount of Contract: +1,000,000

Proposer's Scope of Services for Project: Mulch delivery + installation

Dates Serviced: 2005 - present

- *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:*

All employees are E-Verified, Background checked,
+ drug tested

- *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: Mainscope

DATE: 11-15-21

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
Mark Forsyth	CEO / President	Company Oversight	Indiana, Fishers
Jill Dougherty	CFO	Company finances	Indiana, Fishers
Tara Miller	Director of HR	Human Resources	Fishers, Indiana
Dave Stauffer	Director of Safety	Safety Oversight	Fishers, Indiana
Jeff Snyder	VP Florida	Florida Operations	Naples, FL
Nick Starnes	IT	IT	Fishers, IN
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Mainscope

DATE: 11-15-21

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
Andres Quijano	Regional Manager	Site Supervisor	Dutch Port	1	7	15+
Jay Arthur	Reg. Agronomy	Agronomy	Ft Myers	Monthly	15	20+
Zane Stoneman	Reg. Irrigation	Irrigation	Ft Myers	Monthly	10	25+
Sylvain Corriveau	Irrigation	Irrigation	NP/Sarasota	1-2	8	20+
Chris Buckle	Agronomy	Agronomy	NP / FM	1	5	10+
Jessica Shannon	A/S	Account Management	FM	10	13	25+
Rich Nelson	Branch Manager	Site Supervisor	NP/Sarasota	35	1	
Robert MacGuffie	Landscape Design	Landscape Designer	SW FL	AS NEEDED	AS NEEDED	1+

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

PROPOSER: Mainseape - list in zip file

DATE: 11-15-21

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
3+/-	X Mark Mowers		North Port
3+/-	weed eaters		"
3+/-	Blowers		"
5+/-	trimmers		"
multiple	hand tools		"
2+	2-Cart Sprayers	multiple	"
	Trucks	multiple	"
2+	Gators		"
2+	trailers		"
			"
			"

- 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: Wentworth Estates CDD

Contact: Bruce Bernard Contact Phone: _____ Project _____

Type/Description: HOA CDD

Dollar Amount of Contract: 90K apx

How was the project similar to this project? _____
- Similar scope (full service)

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

- Full Service
- Agronomic
 - Fert
 - mowing
 - Pest Control
 - Weeds
 - Irrigation

List of equipment used on site: _____
mowers/weed eaters/blowers/2 carts/sprayers/pruners/
hand tools/etc.

List of subcontractors used: _____
Golden Gdf Services

Is this a current contract? Yes No

Duration of contract: 2018 - present

- (Information regarding similar projects – continued)

Project Name/Location: Gateway CDD
Contact: Elle Contact Phone: 239-561-1313

Project Type/Description: HGA CDD

Dollar Amount of Contract: 800K+

How was the project similar to this project? _____

- Similar scope

- CDD

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

- Full service maintenance
- spots field maintenance
- water management

List of equipment used on site: _____

mowers / trimmers / weed eaters / edgers / blowers / tractors
hand tools etc.

List of subcontractors used: _____

Golden Goff Services

Is this a current contract? Yes No

Duration of contract: 2009 - present

- (Information regarding similar projects – continued)

Project Name/Location: Meadow Point CDD
Contact: Sheila Diaz Contact Phone: 813-991-5016
Project Type/Description: CDD
Dollar Amount of Contract: 250K apx

How was the project similar to this project? Similar Scope

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

mowing
fert
pest control
weed control
irrigation
water management
pruning
etc.

List of equipment used on site: _____

mowers / edgers / weed whackers / blowers / pruners / hand tools / gators
Z-carts etc.

List of subcontractors used: _____

SE Spreading

Is this a current contract? Yes No

Duration of contract: 2020 - present

• (Information regarding similar projects – continued)

Project Name/Location: Cresswind
Contact: Property Manager Contact Phone: Evergreen Lifestyle Management
Project Type/Description: HOA + common areas
Dollar Amount of Contract: 350K+

How was the project similar to this project? _____

- similar scope
- developer controlled HOA

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

Mowing
Fert
Pest Control
Pruners
Weed control
Irrigation
Install

List of equipment used on site: _____

Mowers/edgers/blowers/2 carts/pruners/~~we~~weedwhackers
hand-tools

List of subcontractors used: _____

Is this a current contract? Yes No

Duration of contract: 2021 - present

- *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 Served: _____

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? EMR .78

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 trimming accident

- 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:

_____ N/A _____

- 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.

6/19/18 Case # 49005180 CT24225;
6/14/19 Case # 2019CA2367
8/26/19 Case # 2019CA08854
10/14/19 Case # 2019CA4666

**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

\$ 185,915.⁴⁴ Yr

PART 2

Fertilization (All labor and materials)

\$ 31,593.⁰⁷ 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
Jan	28-0-14	1 lb	2,241.3	3596.67
April	28-0-14	1 lb	2,241.3	6139.83
Oct	28-0-14	1 lb	2,241.3	3480.67

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	28-0-14	1 lb	430.90	" "
April	28-0-14	1 lb	430.90	" "
Oct	28-0-14	1 lb	430.90	" "

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	28-0-14	1 lb	3.1	" "
April	28-0-14	1 lb	3.1	" "

All turf included

October	28-0-14	116	3.1	
---------	---------	-----	-----	--

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
Jan	8-2-12	1.5 lbs	1196	3963.29
April	8-2-12	1.5 lbs	1196	3963.29
October	8-2-12	1.5 lbs	1196	3963.29

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month	Formula	Application Rate 4-6 lbs. N/1000 SF	Total Pounds to be Applied	Cost Per Application
Jan				3963.29
April				3963.29
Oct				3963.29

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)

\$ 6479.94 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.

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 all Finished Landscaped Areas as described in Scope of Services. \$ 6281.57 Yr

Top Choice application will be performed at the sole discretion of the District's Rep.

(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)

\$ 25,265.40 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

PART 5

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

620 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 29,989.49 /CY (October Application)

And

310 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 14,994.70 /CY (April Application)

Installation of Grade "A" Medium Pine Bark Mulch \$ 44,984.10 /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 585 (4") annuals four (4) times per year per specs at the direction of the District at
\$ 2.08 /annual.

\$ 1,216.80 /rotation

\$ 4,867.20 /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	\$	<u>242,773.91</u> /Yr*
SECOND ANNUAL RENEWAL	\$	<u>259,912.60</u> /Yr*
THIRD ANNUAL RENEWAL	\$	<u>267,658.23</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.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED

THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**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	\$	75	Hour
B.	Bush-Hog w/operator	\$	50	Hour
C.	Tractor w/operator	\$	75	Hour
D.	Supervisor with Transportation	\$	85	Hour
E.	Laborer with hand equipment	\$	45	Hour
F.	Truck w/driver	\$	65	Hour
G.	Irrigation Tech	\$	75	Hour
H.	Granular Pesticide Applicator			
	Person with Drop Spreader	\$	75	Hour
I.	Liquid Pesticide Applicator			
	Person with Spray Truck	\$	75	Hour
J.	Granular Fertilizer Applicator			
	Person with Drop Applicator	\$	75	Hour
K.	Liquid Fertilizer Applicator			
	Person with Spray Truck	\$	75	Hour
L.	Granular Weed Control Applicator			
	Person with Drop Applicator	\$	75	Hour
M.	Liquid Weed Control Applicator			
	Person with Spray Truck	\$		Hour
N.	Laborer for Additional Trash Pick-Up	\$	45	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$	1,596.54	Per Mow

¹ 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:

<i>LABOR</i>	\$	<i>55</i>	per Hour
	\$		per Hour
	\$		per Hour

B. Debris removal equipment unit costs:

<i>SKIP-STEER/LOADER (includes operator)</i>	\$	<i>165</i>	per Hour
<i>Grapple truck - central location</i>	\$	<i>20</i>	per Hour ^{<i>cubic yd</i>}
<i>Mainscope truck</i>	\$	<i>30</i>	per Hour ^{<i>cubic yd</i>}

C. Other emergency/disaster related unit costs:

<i>Irrigation Tech</i>	\$	<i>75</i>	per Hour
<i>Tree Stakes -</i>	\$	<i>+4M</i>	per Hour
<i>Irrigation Repairs</i>	\$	<i>+4M</i>	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.

**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 LT 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 Account Executive for MainScope ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 13279 Treeline Ave
Fort Myers, FL 33913
4. Proposer's Federal Employer Identification Number (FEIN) is 35-1633580

(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.

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 Mainscape ("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 15th day of November, 2021.

Proposer: Mainscape
By: Jessica Shannon
Title: Account Executive

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jessica Shannon, as Account Executive of Mainscape, who appeared before me this day in person, and who is either personally known to me) or produced NID as identification.

Sharon Agosto
NOTARY PUBLIC, STATE OF Florida

Name: Sharon Agosto
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



Sharon Agosto
Notary Public
State of Florida
Comm# HH094564
Expires 2/17/2025

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 15th day of November, 2021.

Proposer: Mainscope
By: Jessica Shannon
Title: Account Executive

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jessica Shannon, as Account Executive of Mainscope, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

Sharon Agosto
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Sharon Agosto
Notary Public
State of Florida
Comm# HH094564
Expires 2/17/2025

Name: Sharon Agosto
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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 LT 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 Account Executive or MainScope (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is 13279 Tree Line Ave
Fort Myers, FL 33913
4. Proposer’s Federal Employer Identification Number (FEIN) is 35-1633580

(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 15 day of November, 2021.

Proposer: Mainscope
By: Jessica Shannon
Title: Account Executive

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jessica Shannon, as Account Executive of Mainscope, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

(NOTARY SEAL)

Sharon Agosto
NOTARY PUBLIC, STATE OF Florida

Name: Sharon Agosto
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



Sharon Agosto
Notary Public
State of Florida
Comm# HH094564
Expires 2/17/2025

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between:

LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Sarasota County, Florida, and having offices at c/o District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 ("District"); and

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

RECITALS

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

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

WHEREAS, 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 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** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, 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 _____ 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 18 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 _____, 2021 and end _____, 2022 ("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 and 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives 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 Services 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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 site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, 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 and/or site conditions were not in good condition at the time the Contractor submitted its proposal.

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, 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:

If to the District:

A.

LT Ranch CDD
2301 Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager

With a copy to:

KE Law Group
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

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.

30. **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.

31. **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 Sarasota County, Florida.

32. **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 JPWard & Associates LLC ("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 (954) 658-4900, OR BY EMAIL AT JIMWARD@JPWARDASSOCIATES.COM, OR BY REGULAR MAIL AT 2301 NORTHEAST 37TH STREET, FT. LAUDERDALE, FLORIDA 33308.

33. **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.

34. **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.

35. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder,

the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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:

**LT 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:
Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 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, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the 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 be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. 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. Weekend work is permitted when necessary upon prior approval.

Zoysia grass maintenance will be Clark Road entrance. Recreational Shell path within preserve will be part of general maintenance pricing for maintaining path and cutting back of branches or foliage that impede the path. Bi-weekly inspection and maintenance required for path preservation.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (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. 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. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement. Main entrance sign bed maintained by CDD.

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 Skye 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 OR LAKE BANKS) 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) 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. 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.**

6) 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 Sarasota 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 St. Johns 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:

January	A complete fertilizer based on soil tests + PreM
January	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
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January	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should 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 of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR 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 – (January, April, October)

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

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

PALM FERTILIZATION:

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

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

CONTRACTOR shall provide the DISTRICT with 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 control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

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

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. 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 "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month(170 zones). Areas shall include all of the existing irrigation systems to date. Owner will be responsible for mainline repairs. Contractor, as part of their bid, will be responsible for service lines(1.5 inch and under) and sprinkler heads repair or replacement.

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. 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

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 assignee prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 1.5 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 Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

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

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 Grade "A" 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.

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 585 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 select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will 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. (Jan., April, July, and Oct.)

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. 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"

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT "C"

OTHER FORMS

LT RANCH CDD

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

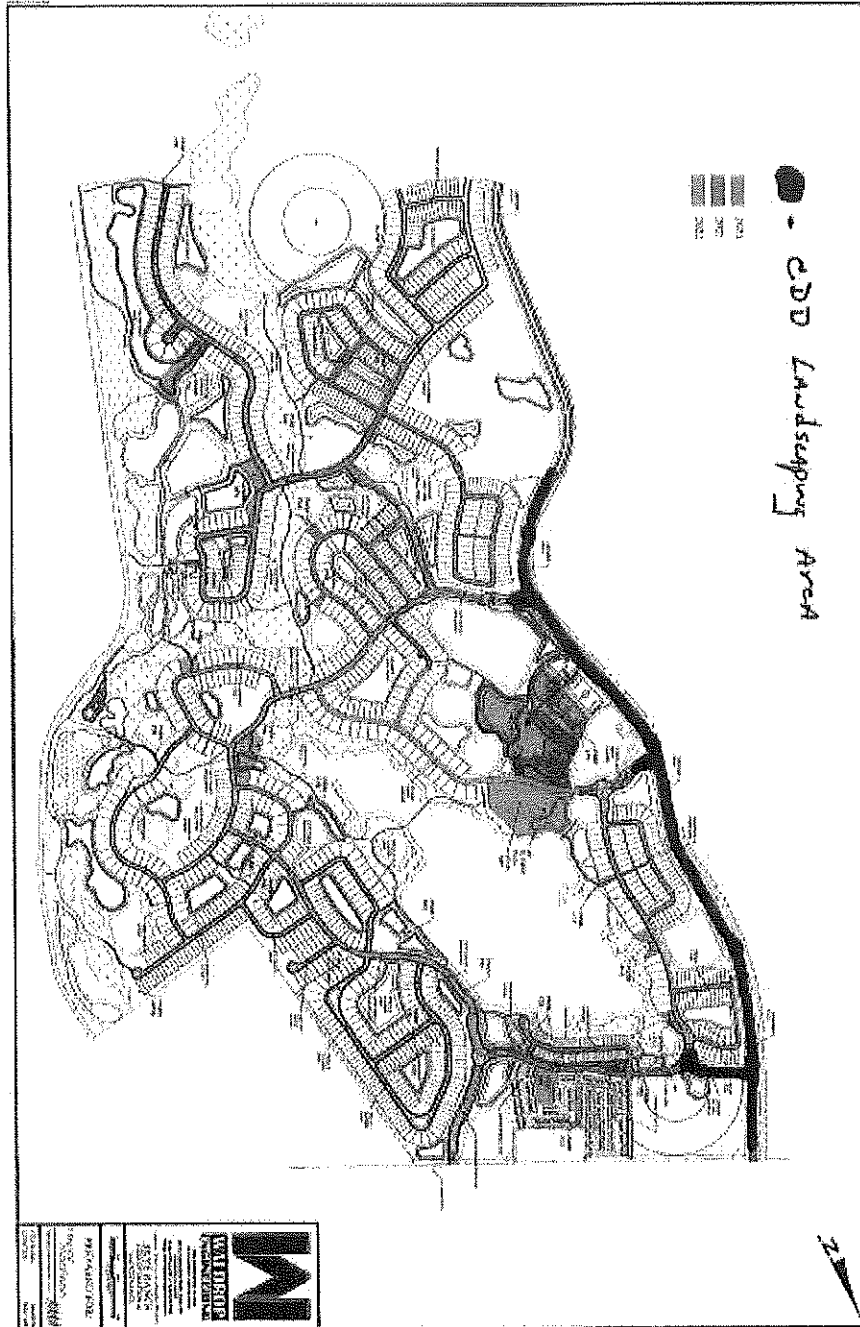
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME:

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

EXHIBIT "D"
MAINTENANCE MAP





**SunnyGrove Landscape & Irrigation
Maintenance, LLC**

P.O. Box 347
Estero, Florida 33928
(239) 992-1818 Fax: (239) 992-3564

**Landscape Management Services Specifications
and Proposal**

For

**Skye Ranch
Clark Road,
Sarasota, Florida 34238**

**Lorraine Road CDD Common Area 1
Maps attached to contract for areas covered**

11-15-2021

MAINTENANCE OPERATIONS

General Duties

- An Account Manager will maintain a means to be available to complete a physical property inspection and review with the Property Manager as needed; be available to meet with executive, administrative, or other company personnel connected to the project as needed; be available to answer questions, and respond to requests for service, in relation to the project in a timely manner; and provide detailed reports to the Property Manager outlining work progress.
- Debris pickup will be removed in all responsible areas including medians, sidewalks and Perimeters of west entry as defined in scope of work. Sunnygrove is not responsible for litter or debris caused by construction.

Routine Services and Lawn Maintenance

- Routine Services and Lawn Maintenance to follow provided schedule: **Turf Areas - 43 Total Services**
 - November 16 – March 14th: Bi-Weekly Services (2 times a month)
 - March 15th – November 15th: Weekly Services
 - Additional Mowing will be charged at \$55.00/Man hr per request.
- All turf in developed responsible areas will receive complete lawn maintenance, including mowing; edging curbs and walks; trimming around trees, posts, lights, etc.; and blowing off hard surfaces.
- This agreement includes blowing of ground level breezeways throughout the community at time of routine services.
- The following standards will apply to lawn maintenance operations:
 - Mower blades will be sharpened weekly.
 - Turf will be maintained at the following heights:
 - St Augustine, Floratam – **4"** Mowing patterns will be adjusted for each service, where applicable, to avoid rutting and tire marks.
 - *Bahai along Clark Road and Lorraine Road that borders zoysia grass will be mowed with the regular maintenance of turfgrass. 43 Total Services.
 - Small medians, hills, and slopes will be maintained with smaller equipment and/or string trimmers to avoid scalping or damage from mower frames.
 - Use of mulching blades will be employed where applicable to avoid extensive thatch build up.
 - All clippings will be blown back into turf areas and will be directed away from streets, curbs, and storm water catch basins.
 - Litter and debris will be removed in responsible areas including Entry's, entry medians, sidewalks and perimeters of East and West entries. Sunnygrove is not responsible for litter or debris caused by construction

Ornamental Bed Maintenance

- Bed Maintenance to follow schedule of **6 Services** throughout year for 10x year map.
- Shell path in nature area will be cleared of debris and any weeds observed in the shell path (1) time per week. The only time this will not be done, is when the path is covered by water and not able to be maintained at that time. The debris will be set in the natural area surrounding the path. We will not remove and dispose of the material in the natural area.
- Detailing operations will include pruning, removal of dead wood, and sucker removal below 12'.
- Beds will be hand weeded and/or treated with an appropriate herbicide to eliminate weeds
- **Trees/Shrubs** will be shaped and maintained in a manner appropriate to enhance the natural and/or intended form of the species. **Height of cut not to exceed 8' for trees and 12' for palms. Formal pruning of palms or shade trees is not included in this contract and is recommended annually.**
- **Diameter of cut not to exceed 3" on all hardwoods.**
- **Ground covers** will be edged off curbs, sidewalks and bed lines
- All **ornamental Shrubs** will be maintained and shaped in a manner appropriate to enhance the natural and/or intended form of the species.
- Vines, suckers, and undesirable vegetation will be removed from in and around planting beds

- The following standards will apply to all bed maintenance operations: Pruning equipment and blades will always be maintained in safe working order and sharp. Proper pruning cuts and techniques will be employed for the various species and situations. No clippings will be left on, in or around plant materials or trees. Larger limbs and debris will be removed from site.

Fertilization – Schedule Included on Exhibit A

- Fertility will follow The Florida EPA Best Management Practices.
- Fertilization requirements of **St Augustine Turfgrass** is included within this agreement and will be met through **4 applications of Granular Fertilizer** per year with the exception to Bahia turf. Application of fertilizer to Bahia turf will be an additional charge per sq ft.
- Fertilization requirements of **Zoysia Turfgrass** is included within this agreement and will be met through **3 applications of Granular Fertilizer** per year and **1 liquid application**.
- Annual fertility requirements for **Ornamental trees and shrubs** will be met through **2 applications of Granular Fertilizer** per year.
- Annual fertility requirements for all **Palms, excluding Sabal Palm’s** will be met through **2 applications of Granular Fertilizer** per year.
- Fertilizer will be applied at a rate of 1 pound of N and K per 1,000 square feet by means of a rotary spreader
- All plant material, seasonal plantings, turf and trees in developed areas will be treated with product.
- Soil test will be taken and reviewed if fertility issues are arising and not being met through the agronomic program in place.
- The following standards will apply to fertilizer application:
- Technicians will ensure thorough coverage in turf and planting beds by slightly overlapping spreader patterns and “cross-spreading”
 - Excess fertilizer will be blown off streets, curbs, walks, and driveways
 - Fertilizer will be irrigated in after application
 - Excess fertilizer/dust will be washed or blown off plant material after application
 - MSDS Sheets will be provided for the chemical substances used for this process **as requested**
Our Lee County Occupational License(s) will be supplied upon request.

Integrated Pest Management (IPM) Inspection

- The quality and health of all turf, ornamentals, ground cover, and seasonal plantings will be maintained through the development and constant application of “integrated pest management” principles, or IPM
- IPM is a holistic approach regarding landscape pest management through the constant and detailed monitoring of plant materials, pest population, acceptable thresholds, properly timed chemical controls, and quality cultural, mechanical, and sanitary practices in the landscape
- Our IPM Program will include a **monthly check** and monitoring report of all plant materials within the area of responsibility by our licensed PCO. Our Account Manager will provide a detailed report of this monthly check to the Property Manager if requested.

Pest Control- Schedule Included on Exhibit A

- Pest Control on landscape ornamentals to follow a schedule of **6 visits** throughout year.
- Surface feeding Insect and weed outbreaks that require chemical control measures will be handled by our licensed PCO and or technicians as needed and are included herein.
- **NOTE:** Specialty treatments, including, but not limited to; tree injection, systemic applications, sub-surface pests and disease/fungus outbreaks are not included in this agreement. If pests are noted during IPM inspections, a proposal will be provided. Work will only be executed following receipt of authorized proposal. All current standards in the EDIS/IFAS guidelines for sound horticultural practices will apply

Non-Selective Herbicide

- Herbicide applications will be made to all trees, beds and paved areas **12 times** per year.
- Ornamental Beds will be treated with an appropriate herbicide to eliminate weeds. Herbicide applications will be made on days when the risk of drift or runoff due to wind and/or rain is minimal.
- MSDS sheets to be provided upon request.

Irrigation System Check

- Monthly **12 times** check clock/controller for proper operation and system programming/Check rain sensor is functioning
- Verify proper field wiring and valve operation from clock/controller
- Check each zone for line breaks, damaged heads or rotors, clogged nozzles, and misadjusted streams or spray patterns
- Identify any miscellaneous problems.
- Proper adjustments to irrigation bubblers will be conducted with each inspection.
- Wet Checks will be performed monthly, during 'rain' season.
- Any service calls will be billed at \$65.00 per hour.

Specialty Palm Trees care

- Palms such as Medjool Date, Canary Island Date and Sylvester Palms require additional care such as bud drench, root drench and additional treatments that will require additional costs upon approval.
- Any palm effected by: Lethal bronzing. We will not replace, discount or warranty any Sylvester or other palms that are infected with Lethal Bronzing (Phytoplasma).
- As of 2/11/2020 there are 6 Bismarck palms on site. An injection program of quarterly injections of treeage insecticide to prevent any pest pressure is recommended. Annual price is \$175.00 per tree or \$43.75 per tree quarterly. $6 \times \$175.00 = \1050.00 per year or \$87.50 per month. A written approval is needed for this service to be added to this contract.
- As of 2/11/2020 there are 14 Sylvester Palms on Site. An injection program of quarterly injections of OTC/Insecticides and fungicide will be applied to palms. Annual price is \$125 per palm or \$31.25 per palm quarterly. $14 \times \$125 = \$1,750.00$ per year or \$143.83 per month. A written approval is needed for this service to be added to the contract.

TERMS AND CONDITIONS

Definition

The following landscape maintenance specifications establish the standard for grounds maintenance for your property. The intention of this specification is to set forth guidelines for a cost efficient, integrated landscape management program that ensures the continuing health and well-groomed appearance of all components of the landscape.

General Conditions

Sunny Grove Landscape and Irrigation Maintenance LLC., (SG) shall notify management of any impending non-routine work (such as fertilization, insect control measures, mulching, etc. depending on the scope of your contract). When arriving at the jobsite with materials or products intended for installation, SG shall allow management the opportunity to inspect the materials or products prior to installation.

Portal Work Order System

Sunny Grove Landscape and Irrigation Maintenance LLC., has a work order portal system available to the property manager to assist as a management tool for this account. There is no additional fee for this service. The work order portal must be set up by each homeowner to make their own accounts to submit tickets. Management will monitor and review tickets in a timely manner. Property manager will have their own login and will be able to monitor all work orders for the community from their login.

Personnel

SG shall have an experienced supervisor responsible for the site and assigned for the duration of the contract. All personnel shall always be familiar with the rules and regulations associated with your property and conduct themselves in a courteous and professional manner.

All Crew Members shall be required to wear company uniforms while on site.

Liabilities

Sunnygrove Landscape and Irrigation maintenance will not be Liable for the following items though the course of this agreement.

- Contractor shall not be responsible for any gutter damages that happen due to normal routine maintenance in normal turfgrass areas. Any gutter or down spout that is protruding into the turfgrass and is not properly covered by a mulch bed or concrete splash block, will not be the responsibility of the contractor to fix or repair damages.
- Any fence that is added to a single-family home or common area will not be the responsibility of the contractor to repair any damages that happen from normal maintenance practices around the fence. Including but not limited to: Paint wearing from edger or weed eater, paint scratched from mower, fence entry locations that become ajar from the mower entering the area being fenced off.
- Any Comcast/Cable or Direct TV lines that are not properly buried or protected along a mount will not be the responsibility of the contractor to repair.
- Any yard decorations, concrete steppingstones or decorations, including landscape lighting that is not safely secured in the mulch bed area's (at least 2' from edge of turfgrass), will not be the responsibility of the contractor to repair or replace these items. This includes holiday decorations or extension cords that are placed in the turfgrass or shrubs during the holiday season.

Scope of work

SG shall furnish all labor, material, equipment and supervision to properly maintain all landscape areas within the contract limits, but not limited to, turf, trees, shrubs, groundcovers, vines and flowers. SG shall provide all licenses, permits and insurance necessary to perform landscape maintenance for the duration of the contract. SG shall submit certification of liability, auto and workman's compensation insurance coverage upon request. SG shall pay all sales, consumer, use, federal, state, social security, unemployment and other similar sales taxes required by law to be paid in respect to the production and delivery of the goods and/or the furnishing of services hereunder.

Workmanship

During maintenance operations, all areas shall be kept neat and clean. Care shall be taken to avoid damage to owner's property and the property of owners' tenants, vendors and patrons.

Duration

This agreement is effective when signed by both the Customer's Authorized Agents. Duration of this contract is for a period from Feb 1-Nov 30th from agreed start date or any renewal date. A new contract will be presented in November for a (2) year agreement of services.

Termination

If contractor is failing to perform services for any reason, a written explanation of issues that are occurring to cancel contract will be sent to contractor. Contractor will resolve any issues with 14 days of written explanation of shortcomings. If contractor rectifies the issues sent in writing by or on the 14th day, contract will continue as agreed upon. Either party may terminate by **120** day written notice after issues have not been resolved. Service performed and completed up to the termination date of the agreement will be submitted for payment by invoice.

Payment terms will be as follows: SG shall state a lump sum for all landscape maintenance services based upon one-year duration. Billing shall be done monthly in amounts of 1/12 of the total with no retainer. Payments are due upon receipt. Owner agrees to pay all costs of collections, including reasonable attorney's fees and costs, whether a suit is brought.

ACCEPTANCE OF PROPOSAL

Skye Ranch Lorraine Road CDD 1-9-2021			
Function	Cost per Occurrence	Frequency	Cost per Year
Lawn Maintenance Service	\$3,300.00	43	\$141,900.00
Bed Maintenance Services	\$10,560.00	6	\$63,360.00
Non-Selective Weed Control	Included	12	\$0.00
Fertilization			
Turf	\$4,485.00	4	\$17,940.00
Beds	\$3,607.50	2	\$7,215.00
Palms/Trees	\$1,650.00	2	\$3,300.00
Pest Control	\$2,735.00	6	\$16,410.00
Irrigation	\$3,120.00	12	\$37,440.00
Yearly Cost			<u>\$287,565.00</u>
Monthly Cost			<u>\$23,963.75</u>

Agreement of Services

All above prices, specifications, and conditions are hereby accepted. Sunny Grove is authorized to do the work as specified for **Skye Ranch Lorraine Rd CDD Commons** located in **Sarasota, FL** following specifications listed herein.

Start Date: 1-1-2022

Authorized Signature _____ Print Name _____

Sunny Grove *Jason Stafford* Print Name Jason Stafford

Price Per square foot per year:

Sod Square footage is 630,000 square feet @ .30

Bed Square Footage is 370,000 square feet @ .25

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

LT RANCH
COMMUNITY DEVELOPMENT DISTRICT

October 2021

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Sarasota County, Florida**

Notice is hereby given that the LT 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 for public inspection on October 7, 2021 at 1:00 P.M. ("**Project Manual Issuance Date**") and may be obtained by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com. A **mandatory** on-site meeting will be held at the main entrance with CDD Staff on October 21, 2021 at 10 a.m. 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; and (2) have at least five (5) years of experience with landscape maintenance projects. 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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than November 15, 2021 at 1 p.m. (EST) at the Offices of Waldrop Engineering, 28100 Bonita Springs Grande Drive, Suite 305 , Bonita Springs Florida 34125, Attention James P. Ward, District manager, 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 twenty five hundred dollars (\$2,500.00) 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 will be publicly opened at the time and date stipulated above; those 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com.

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 Bruce Bernard at bbernard@cgasolutions.com, and District Counsel, Jere Earlywine at Jere@KELawGroup.com.

LT Ranch Community Development District
James P. Ward, District Manager

LT RANCH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”)

**Landscape & Irrigation Maintenance Services
Sarasota County, Florida**

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party’s (“Proposer”) written proposal (“Proposals”) AND a PDF file on a flash-drive must be received no later than November 15, 2021, at 1 p.m. at the offices of Waldrop Engineering, 28100 Bonita Springs Grande Drive, Suite 305, Bonita Springs, Florida 34125, Attention: James P. Ward. 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
October 4, 2021	RFP Notice is issued.
October 7, 2021	RFP package available for distribution.
October 21, 2021	On Site Meeting at main entrance with CDD staff 10:00 AM
October 22, 2021	Site inspections available at any time without District staff
October 28, 2021	Deadline for questions.
November 15, 2021	Proposals submittal deadline at 1:00 PM.

3. PRE-PROPOSAL MEETING. A mandatory on-site meeting will be held at the main entrance with CDD Staff on October 21, 2021 at 10 a.m.

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 two thousand five hundred dollars (\$2,500.00) 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, paved paths, ground surface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide

for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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. 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 October 7, 2021 at 1:00 P.M. ("Project Manual Issuance Date") by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com.

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 Bruce Bernard, Asset Manager, bbernard@cgasolutions.com, and(Attorneys name and email), Jere Earlywine, KE Law Group, PLLC at jere@kelawgroup.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 28, 2021, and at 4 pm. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. 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 eight hard copies AND a PDF file on a flash-drive, 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 (LT 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 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 on-site 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 Project Manual Issuance Date, 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: District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward. 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 20% 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 Five Thousand Dollars (\$25,000.00). 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.

**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE 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.

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.

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, 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

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Sarasota

Before me, the undersigned authority, appeared the affiant, Jason Stafford, 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 Maintenance Manager for Sunnygrove Landscape and Irrigation Maint ("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 LT 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: 1 and 2.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than October 12, 2021**), 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 11-15-2021 day of November, 2021.

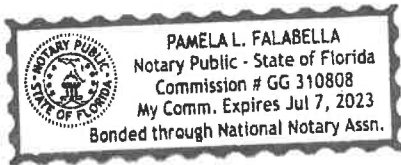
Proposer: Jason Stafford
By: Sunnygrove Landscape and Irrigation Maint
Title: Maintenance Manager

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jason Stafford as Maintenance Manager of Sunnygrove Landscape and Irrigation Maintenance, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Pamela Falabella
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Jason Stafford

Street Address 49 Sinclair Drive

P. O. Box (if any) _____

City Sarasota State Florida Zip Code 34240

Telephone 239-770-7483 Fax no. _____

1st Contact Name Jason Stafford Title Maintenance Manager

2nd Contact Name Mark Williamson Title President

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: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date 4/1/2010

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</u>
Automobile Liability	<u>\$ 1,000,000</u>
Workers Compensation	<u>\$ 1 Mil/1 Mil/1 Mil</u>
Expiration Date	<u>4-1-2021-3-31-2022</u>

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

Cert. Of Competency for Irrigation #C35312 Amiel Villani

Lee County Occupational License #1003041

Certified Pest Control Operators License # JF290419 Jason Stafford

All Maintenance Employees have BMP Certification. Also employees that work in Manatee County are Manatee County BMP Cert.

Please see Attachment

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Street Address 49 Sinclair Drive

P. O. Box (if any) _____

City Sarasota State Florida Zip Code 34240

Telephone 1-941-374-3940 Fax no. 239-992-3564

1st Contact Name Jason Stafford Title Maintenance Manager

2nd Contact Name Mark Williamson Title President

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

<u>1</u>	Supervisors, who will be onsite <u>1</u> days per week;
<u>4</u>	Technical personnel, who will be onsite <u>2</u> days per <u>Month</u> ; and
<u>12</u>	Laborers, who will be onsite <u>1</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: Jason Stafford

Position / Certifications: Certified Pest Control Operator

Duties / Responsibilities: Pest Control Operator

% 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: _____

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 Gardenmasters of SWFL

Street Address 341 Seaboard Ave

P. O. Box (if any) _____

City Venice State Florida Zip Code 34285

Telephone 941-488-4444 Fax no. _____

1st Contact Name Michael Juchnowicz Title President

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: Fertilization and Pest Control

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

Project Name/Location: Hammock Preserve

Contact: Aimee Davezac Contact Phone: 1-720-938-8228 Project

Type/Description:

Dollar Amount of Contract: \$140,000

Proposer's Scope of Services for Project: Fertilization and Pest Control

Dates Serviced: Started 2018

- *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 Drug Test

- *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.*

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

PROPOSER: Jason Stafford

DATE: 11-15-21

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
Jason Stafford	Maintenance Manager	Managment/Estimator	Ft. Myers Florida	As Necessary/2x Per Month	8	20
Chris Davezac	Account Manager	Manage Accounts	Sarasota, Florida	2 days Per week/As Necessary	2	2
Jesus Plaza	Lead Irr. Tech	Technical Irrigation Work	Sarasota, Florida	4 days/month/As Necessary	4	5
Jorge Gonzales	Maint. Irr Manager	Manage Maint Irr.	Ft. Myers Florida	1 day/per month	5	5
Chip Powell	Consultant	Review Projects	Sarasota, Florida	1x/per month	4 months	40

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

PROPOSER: Jason Stafford

DATE: 11/15/21

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
5	Scagg Ride on Mowers	3	Sarasota, Florida
1	Isuzu Dump Maint Truck	3	Sarasota, Florida
1	2500 Dodge Ram Truck	3	Sarasota, Florida
2	Enclosed Trailers	3	Sarasota, Florida
12	Stihl Small Equipment	3	Sarasota, Florida

- 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: Bonita Beach Blvd CDD
Contact: Chuck Adams Contact Phone: 1-239-464-7114 Project
Type/Description: Roadway/Blvd Landscape Maintenance
Dollar Amount of Contract: \$53,969.76
How was the project similar to this project? Same, roadway in a neighborhoods

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Lawn Maint, edging, blowing. Trimming of shrubs. Irrigation Checks and Repairs. Lawn/Bed/Palm/Tree Fertilization.

List of equipment used on site: Lawn Maint Equipment.

List of subcontractors used: Terra Garden Solutions- Fertilization and Pest Control

Is this a current contract? Yes No

Duration of contract: 2 year

- *(Information regarding similar projects – continued)*

Project Name/Location: Hammock Preserve

Contact: Aimee Davezac Contact Phone: 1-720-938-8228

Project Type/Description: Single Family Homes and Common areas

Dollar Amount of Contract: \$575,505

How was the project similar to this project? Lawn Maintenance and Managment Services

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Fertilization, Mowing, Pest Control, Irrigation and Trimming. Also, control and use the Hoover Pump Dashboard to ensure longevity of the Hoover Pump.

List of equipment used on site: Lawn Maint Equipment.

List of subcontractors used: Gardenmasters of SWFL

Is this a current contract? Yes No

Duration of contract: 2 years

- *(Information regarding similar projects – continued)*

Project Name/Location: LT Ranch Lorraine Road CDD

Contact: Bruce Bernard Contact Phone: 1-954-658-1000

Project Type/Description: Roadway/Blvd Landscape Maintenance

Dollar Amount of Contract: T and M Monthly

How was the project similar to this project? This is the Job that this RFP is for.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Fertilization, Mowing, Pest Control, Irrigation and Trimming.
Also, control and use the Hoover Pump Dashboard to ensure longevity of the Hoover Pump.

List of equipment used on site: Lawn Maint Equipment.

List of subcontractors used: Gardenmasters of SWFL

Is this a current contract? Yes No

Duration of contract: Month to Month Time and Material Billing

- *(Information regarding similar projects – continued)*

Project Name/Location: Talon Preserve

Contact: Rose Wallace Contact Phone: 1-941-306-7481

Project Type/Description: Single Family Homes and Common areas

Dollar Amount of Contract: \$216,000

How was the project similar to this project? Lawn Maintenance and Managment Services

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Fertilization, Mowing, Pest Control, Irrigation and Trimming. Also, control and use the Hoover Pump Dashboard to ensure longevity of the Hoover Pump.

List of equipment used on site: Lawn Maint Equipment.

List of subcontractors used: Gardenmasters of SWFL

Is this a current contract? Yes No

Duration of contract: 2 Years

- *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 X*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? 1.65

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 Yes, Please see attached.

- *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.*

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

**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 \$ 205,260 Yr

PART 2

Fertilization (All labor and materials) \$ 28,455 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
January	16-0-8	1N	10,000	\$4,065
March	16-0-8	1N	10,000	\$4,065
May	Liquid Fert/Micro Nutrients	1N	N/A	\$2,242.50
August	Micro Nutrients	0	N/A	\$2,242.50
October	16-0-8	1N	10,000	\$4,065.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	16-0-8	1N	700	\$420.00
May	16-0-8	1N	700	\$420.00

October	16-0-8	1N	700	\$420.00
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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
Feb	8-0-10 W/Micros	1.5	2750	\$1650
Nov	8-0-10 W/Minors	1.5	2750	\$1650

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month	Formula	Application Rate 4-6 lbs. N/ 1000 SF	Total Pounds to be Applied	Cost Per Application
Feb	8-0-10 W/Micros	6	6,400	\$3,607.50
Nov	8-0-10 W/Micros	6	6,400	\$3,067.50

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) \$ 16,410.00 / 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.

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 all Finished Landscaped Areas as described in Scope of Services. \$ 7,500 / Yr

Top Choice application will be performed at the sole discretion of the District's Rep.

(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) \$ 37,440.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

PART 5

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

620 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 58.00 /CY (October Application) \$35,960

And

310 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 58.00 /CY (April Application) \$17,980

Installation of Grade "A" Medium Pine Bark Mulch \$ 53,940.00 /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 585 (4") annuals four (4) times per year per specs at the direction of the District at
\$ 4.70 /annual.

\$ 2,749.50 /rotation

\$ 10,998 /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	\$ 10,998	/Yr*
SECOND ANNUAL RENEWAL	\$ 10,998	/Yr*
THIRD ANNUAL RENEWAL	\$ 10,998	/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.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO

INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**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	\$ 65.00	Hour
B.	Bush-Hog w/operator	\$ 125.00	Hour
C.	Tractor w/operator	\$ 100.00	Hour
D.	Supervisor with Transportation	\$ 95.00	Hour
E.	Laborer with hand equipment	\$ 55.00	Hour
F.	Truck w/driver	\$ 65.00	Hour
G.	Irrigation Tech	\$ 65.00	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	\$ 55.00	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$ 3,300	Per Mow

¹ 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:

\$ 75.00	per Hour
\$ 75.00	per Hour
\$ 75.00	per Hour

B. Debris removal equipment unit costs:

Kubota Loader \$ 175.00	per Hour
Case Large Loader \$ 300.00 + 700 freight	per Hour
\$	per Hour

C. Other emergency/disaster related unit costs:

Per day for standing up trees/Shrubs with lodge poles and braces.	\$ 2,200 Per Day	per Hour
Palm Tree Banding	\$ 75.00 Per Tree	per Hour
Per Truck Load Debris Removal	\$ Market Price/ Per Load	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.

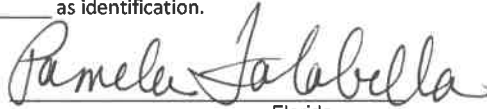
Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Sunnygrove Landscape and Irrigation Maintenance ("Proposer") and declare that I have read the foregoing Proposal Form (including 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 15th day of November, 2021.

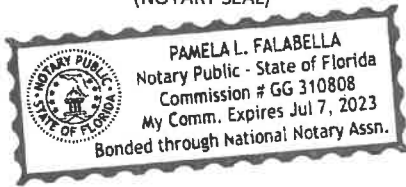
Proposer: Jason Stafford
By: Sunnygrove Landscape and Irrigation Maintenance, LLC
Title: Maintenance Manager

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jason Stafford as Maintenance Manager of Sunnygrove Landscape and Irrigation Maintenance, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Pamela Falabella
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**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 LT 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 Maintenance Manager for Sunny Grove ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 49 Sinclair Drive. Sarasota, Florida 34240

4. Proposer's Federal Employer Identification Number (FEIN) is 27-2074096

(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 15th day of November, 2021.

Proposer: Jason Stafford
By: Sunnygrove Landscape and Irrigation Maintenance, LLC
Title: Maintenance Manager

STATE OF Florida
COUNTY OF Sarasota

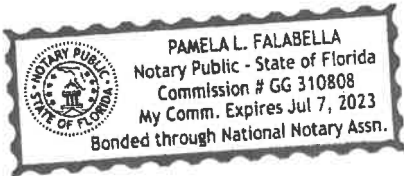
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jason Stafford as Maintenance Manager of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Pamela Falabella

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Pamela Falabella
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



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 LT 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 Estimator for Sunnygrove ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 15111 South Mallard LN Ft. Myers, FL 33913

4. Proposer's Federal Employer Identification Number (FEIN) is 27-2074096

(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 15th day of November, 2021.

Proposer: Jason Stafford
By: Sunnygrove Landscape and Irrigation Maintenance, LLC
Title: Maintenance Manager

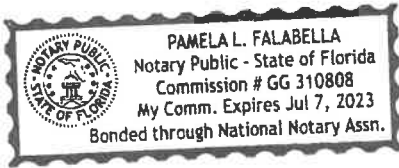
STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by Jason Stafford as Maintenance Manager of Sunnygrove Landscape and Irrigation Maintenance, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Pamela Falabella
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Pamela Falabella
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of November, 2021, by and between:

LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Sarasota County, Florida, and having offices at c/o District Manager, c/o JP Ward & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 ("District"); and

Sunnygrove Landscape and Irrigation Maintenance, LLC, a LLC, whose address is 15111 South Mallard LN Ft. Myers, FL 33913 (the "Contractor," and collectively with the District, the "Parties").

RECITALS

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

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

WHEREAS, 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 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** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, 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

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 _____ 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 18 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 _____, 2021 and end _____, 2021 ("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 _____ (\$309,345) per year, in monthly amounts of \$25,778.75 (\$_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 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 shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. 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 site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, 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 and/or site conditions were not in good condition.

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, 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. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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:

If to the District:

A.

LT Ranch CDD
2301 Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager

With a copy to:

Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. **If to Contractor:**

Sunny Grove Landscape and Irr. Maint
PO Box 347
Estero, Florida
Attn: Jason Stafford

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.

30. **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.

31. **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 Sarasota County, Florida.

32. **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 Wrathell, Hunt & Associates, LLC ("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 (877)276-0889, OR BY EMAIL AT CERBONEC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

33. **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.

34. **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.

35. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement

immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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:

**LT 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:
- 2) Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 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, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the 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 be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. 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. Weekend work is permitted when necessary upon prior approval.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR

SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (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. 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.

1) 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. The initial 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 Skye 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 OR LAKE BANKS) 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) 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. 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.**

6) 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 St. Johns 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 St. Johns 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
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 + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

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

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should 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 of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

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

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release

form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

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

CONTRACTOR shall provide the DISTRICT with 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, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

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

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

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in

recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. 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 "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. 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.

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. 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

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 execution of the Agreement, 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 Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

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

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 Grade "A" 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.

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 585 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 select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will 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. (Jan., April, July, and Oct.)

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. 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"

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT "C"

OTHER FORMS

LT RANCH CDD

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

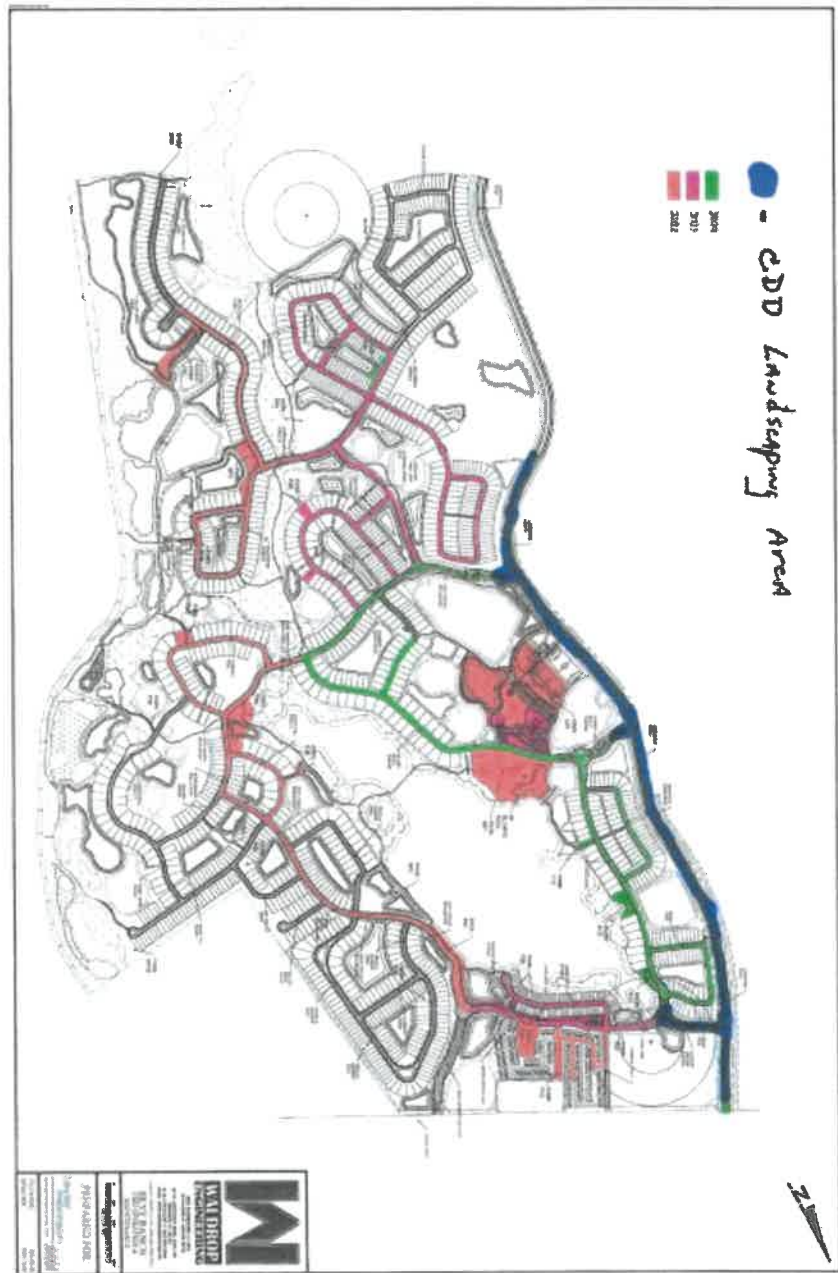
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME:

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

EXHIBIT "D"
MAINTENANCE MAP





Landscape Maintenance Services Proposal
prepared for

LT (SKYE) RANCH COMMUNITY DEVELOPMENT DISTRICT

Not yet submitted



James Ward
District Manager
LT RANCH CDD

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
LT RANCH
COMMUNITY DEVELOPMENT DISTRICT

October 2021

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LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
LT RANCH COMMUNITY DEVELOPMENT DISTRICT
Sarasota County, Florida

Notice is hereby given that the LT 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 for public inspection on October 7, 2021 at 1:00 P.M. (“**Project Manual Issuance Date**”) and may be obtained by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com. A **mandatory** on-site meeting will be held at the main entrance with CDD Staff on October 21, 2021 at 10 a.m. 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; and (2) have at least five (5) years of experience with landscape maintenance projects. 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 eight hard copies of their written proposal AND a PDF file on a flash-drive no later than November 15, 2021 at 1 p.m. (EST) at the Offices of Waldrop Engineering, 28100 Bonita Springs Grande Drive, Suite 305 , Bonita Springs Florida 34125, Attention James P. Ward, District manager, 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 twenty five hundred dollars (\$2,500.00) 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 will be publicly opened at the time and date stipulated above; those 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 (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Project Manual Issuance Date. 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, which is available from the District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Phone 954-658-4900, E-Mail: JimWard@JPWardAssociates.com.

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 Bruce Bernard at bbernard@cgasolutions.com, and District Counsel, Jere Earlywine at Jere@KELawGroup.com.

LT Ranch Community Development District
James P. Ward, District Manager

LT RANCH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”)

Landscape & Irrigation Maintenance Services

Sarasota County, Florida

Instructions to Proposers

1. DUE DATE. Eight hard copies of interested party’s (“Proposer”) written proposal (“Proposals”) AND a PDF file on a flash-drive must be received no later than November 15, 2021, at 1 p.m. at the offices of Waldrop Engineering, 28100 Bonita Springs Grande Drive, Suite 305, Bonita Springs, Florida 34125, Attention: James P. Ward, 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
October 4, 2021	RFP Notice is issued.
October 7, 2021	RFP package available for distribution.
October 21, 2021	On Site Meeting at main entrance with CDD staff 10:00 AM
October 22, 2021	Site inspections available at any time without District staff
October 28, 2021	Deadline for questions.
November 15, 2021	Proposals submittal deadline at 1:00 PM.

3. PRE-PROPOSAL MEETING. A mandatory on-site meeting will be held at the main entrance with CDD Staff on October 21, 2021 at 10 a.m.

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 two thousand five hundred dollars (\$2,500.00) 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, paved paths, ground surface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide

for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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. 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 October 7, 2021 at 1:00 P.M. ("Project Manual Issuance Date") by sending an email to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com.

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 Bruce Bernard, Asset Manager, bbernard@cgasolutions.com, and (Attorneys name and email), Jere Earlywine, KE Law Group, PLLC at jere@kelawgroup.com, with a further copy to James P. Ward at JimWard@JPWardAssociates.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 28, 2021, and at 4 pm. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. 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 eight hard copies AND a PDF file on a flash-drive, 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 (LT 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 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 on-site 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 Project Manual Issuance Date, 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: District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308, Attention: Jim Ward. 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 20% 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 Five Thousand Dollars (\$25,000.00). 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.

**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE 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.

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.

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, 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

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Sarasota

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development 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 LT 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: One.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than October 12, 2021**), 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 15th day of November, 2021.

Proposer: Yellowstone Landscape

William B. Simpson

By: William B. Simpson

Title: Business Development Manger

STATE OF Florida
COUNTY OF SARASOTA

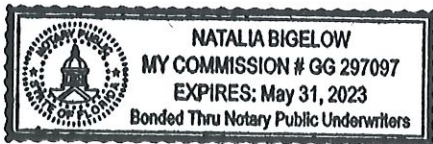
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021, by William Simpson, as Business Developer of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Natalia Bigelow
NOTARY PUBLIC, STATE OF FLORIDA

Name: NATALIA Bigelow

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



**PROPOSAL FORM
PART I – GENERAL INFORMATION**

- *Proposer General Information:*

Proposer Name: **Yellowstone Landscape**

Street Address: **6108 33rd Street East**

P. O. Box (if any) NA

City: **Bradenton** State: **Florida** Zip Code: **34203**

Telephone: **(941) 251-8080** Fax no.: **(941) 251-8081**

1st Contact Name: **William Simpson** Cell: **(901) 268-2607** Title **Business Development Manager**

2nd Contact Name: **Brian Santillana** Cell: **(941) 807-9823** Title: **Branch Manager**

Parent Company Name (if any): **Yellowstone Landscape**

Street Address: **3235 North Street**

P. O. Box (if any) NA

City: **Bunnell** State: **Florida** Zip Code: **32110**

Telephone: **(386) 437- 6211** Fax no.: **(386) 437-5143**

1st Contact Name: **Jim Herth** Title: **Vice President**

2nd Contact Name: **Blaine Peterson** Title: **Regional BD Manager**

- *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: **April 11, 2005**

Charter #: **L05000035212**

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	\$1,000,000.00
Automobile Liability	\$2,000,000.00
Workers Compensation	\$10,000,000.00
Expiration Date	April 1, 2022

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

- Pest Control License: **(Yellowstone Landscape) # JB247158**
- Certified Pest Control Operator: **(Kevin Oliva) # JF124606**
- ISA Certified Arborist: **(William Simpson) # SO-2546A**
- ISA Certified Arborist: **(James Herth) # FL-6437A**
- FNGLA Certified Professional Horticulturist: **(William Simpson) # HCO 11345**
- FNGLA Certified Professional Horticulturist: **(Jonathan Souers) # H62 07062**
- IFAS Best Management Practices: **(William Simpson) # GV400677-1**
- IFAS Best Management Practices: **(Jonathan Souers) # GV37167-1**
- Hazardous Materials Operations/OSHA Level II: **(Scott Crow) #CFR 1910.120q**
- FDOT TTC: **(Brian Santillana) # 62101**

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

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

Name: **Yellowstone Landscape**

Street Address: **6108 33rd Street East**

City: **Bradenton** State: **Florida** Zip Code: **34206**

Telephone: **(941) 251-8080** Fax no.: **(941) 251-8081**

1st Contact Name **William Simpson** Cell: **(901) 268-2607** Title **Business Development Manager**

2nd Contact Name: **Brian Santillana** Cell: **(941) 807-9823** Title: **Branch Manager**

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

- 1** Supervisors, who will be onsite **3** days per week.
- 3** Technical personnel, who will be onsite **8-10** days per **month** and
- 6** Laborers, who will be onsite **3-4** 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 **X** 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 **X** No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name: **Arbor X**

P. O. Box (if any): **P.O. Box 21775**

City: **Sarasota** State: **Florida** Zip Code: **34276**

Telephone: **(941) 926-1177**

1st Contact Name: **Jerry Reiss** Title: **Owner**

2nd Contact Name: **Joanne Reiss** Title: **President**

Proposed Duties / Responsibilities: **Palm Trimming**

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:*
 - Drug Tests
 - Background Checks
 - FLD Checks

- *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: November 15, 2021

Provide the following information for key officers of the Proposer and parent company, if any. (See attached Bio's)

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Tim Portland	CEO	Oversee All Aspects of Company	Charlotte, NC
Jim Herth	Vice President	Oversee Business Development	St. Augustine, FL
Elise Johnson	Vice President of HR	Oversee All Aspects of HR	St. Augustine, FL
FOR PARENT COMPANY (if applicable)			

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, Southeast Region.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>250
Heavy Duty Pickup Trucks	>100
Irrigation Trucks	>35
Water Tank Truck	2
Other Work Trucks	>150
Motorized Work Carts	>75
Heavy Construction Equipment (Various Caterpillar)	>30

Branch	Location	Asset Number	Serial/VIN #	Classification	Description
Totals					
SARASOTA	SST LI	302696	1GB4CYEG2HF186019	VEH&R	Truck- 2017 Chevy Silverado #1467
SARASOTA	SST LI	302697	1GB4CYEG6HF185875	VEH&R	Truck- 2017 Chevy Silverado #1466
SARASOTA	SST LI	302703	1GB4CYEG6HF188288	VEH&R	Truck- 2017 Chevy Silverado #1474
SARASOTA	SST LI	303162	54DC4W1B7HS809897	VEH&R	Truck- 2017 Isuzu #1492
SARASOTA	SST LI	303048	3N63M0YN5HK690962	VEH&R	Truck- 2017 Chevy #1490
SARASOTA	SST LI	303047	3N63M0YN7HK691157	VEH&R	Truck- 2017 Chevy #1491
SARASOTA	SST LM	309543	1GCGSBENXM1231142	VEH&R	Truck- 2021 Chevy Colorado
SARASOTA	SST LI	303168	1GCNCNEH5JZ190223	VEH&R	Truck- 2018 Chevy Silverado #1498
SARASOTA	SST LM	302485	400638435	M&E	Mower- Groundmaster 4000D
SARASOTA	SST LI	302054	1GC1CUEG2GF234236	VEH&R	Truck- 2016 Chevy Silverado #1447
SARASOTA	SST LI	301969	1GC1CUEG9GF167683	VEH&R	Truck- 2016 Chevy Silverado #1436
SARASOTA	SST LM	303114	402612720	M&E	Mower- Toro 96in Turbo
SARASOTA	SST LM	309592	1FBSS31L08DB53631	VEH&R	Truck- 2008 Ford E350 Passenger Van Econoline
SARASOTA	SST LM	308565	1C6RR7FT4FS588979	VEH&R	Truck- 2015 Dodge Ram 1500 Express Quad Cab 4x4 #1712
SARASOTA	SST LI	305141	1G1255ST3KF212521	VEH&R	Truck- 2019 Chevy Malibu #1637
SARASOTA	SST LI	301571	54DB4J1B1FS806201	VEH&R	Truck- 2015 Isuzu NPR #1369
SARASOTA	SST LI	301290	54DB4J1B9FS801280	VEH&R	Truck- 2015 Isuzu #1319
SARASOTA	SST LM	309542	40957320	M&E	Sprayer - Z Spray Max
SARASOTA	SST LM	302936	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LI	300304	1FDOW4GT5BEA32546	VEH&R	Truck- 2011 Ford F450 (C) Miant Dump #1203
SARASOTA	SST LI	300305	1FDOW4GT6BEB26810	VEH&R	Truck- 2011 Ford F450 (C) Maint Dump #1204
SARASOTA	SST LI	301132	54DC4J1B0D5802545	VEH&R	Truck- 2014 Isuzu Dump #1288
SARASOTA	SST LM	309770	409023226	M&E	Mower- Exmark 72" Lazer with Mulch Kit

SARASOTA	SST LM	309469	408687117	M&E	Mower- Exmark 72"
SARASOTA	SST LM	309470	409023228	M&E	Mower- Exmark 72"
SARASOTA	SST LM	307608	406798280	M&E	Mower- Toro 72" ZMaster
SARASOTA	SST LM	307609	406798284	M&E	Mower- Toro 72" ZMaster
SARASOTA	SST LI	300624	54DC4J180DS802450	VEH&R	Truck- 2013 Isuzu NPR #1265
SARASOTA	SST LM	302935	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LM	309566	409610868	M&E	Mower- Toro 60" Grandstand w/ recycler kit
SARASOTA	SST LM	309567	409057143	M&E	Mower- Toro 60" Grandstand w/ recycler kit
SARASOTA	SST LM	309568	409282824	M&E	Mower- Toro 60" Grandstand w/ recycler kit
SARASOTA	SST LM	307607	407393380	M&E	Mower- Toro 60" Grandstand
SARASOTA	SST LI	302737	Multiple	VEH&R	8 1/2x22 Arising Cargo Trailers
SARASOTA	SST LI	300303	1FDAW4GR1AEA96719	VEH&R	Truck- 2010 Ford F450 (C) Maint Dump #1202
SARASOTA	SST LM	309537	MA1739-827520	M&E	Golf Cart - 2017Club Car Carryall 500
SARASOTA	SST LM	302945	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LM	309536	MA1708-805944	M&E	Golf Cart - 2017Club Car Carryall 500
SARASOTA	SST LM	304108	Multiple	M&E	Small Equipment- 2 Cycle-SST
SARASOTA	SST LM	303009	402369180	M&E	Mower- Lazer 72in
SARASOTA	SST LM	303007	402512823	M&E	Mower- Lazer 72in
SARASOTA	SST LM	303008	402512824	M&E	Mower- Lazer 72in
SARASOTA	SST LM	302961	402512819	M&E	Mower- Lazer 72 inch
SARASOTA	SST LI	301728	NMOLS7E71F1205753	VEH&R	Truck- 2015 Ford Transit Connect #1416
SARASOTA	SST LI	301727	NMOLS7E79F1205743	VEH&R	Truck- 2015 Ford Transit Connect #1415
SARASOTA	SST LM	303115	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LM	307409	Multiple	M&E	Small Equipment- 2 Cycle

SARASOTA	SST LM	306589	406509138	M&E	Mower- 36' Toro Grandstand
SARASOTA	SST LM	302963	402369672	M&E	Mower- Vantage 60 inch
SARASOTA	SST LM	302964	402369674	M&E	Mower- Vantage 60 inch
SARASOTA	SST LM	302965	402369680	M&E	Mower- Vantage 60 inch
SARASOTA	SST LM	303011	402199999	M&E	Mower- Vantage 52in
SARASOTA	SST LM	303012	402200020	M&E	Mower- Vantage 52in
SARASOTA	SST LM	302966	402381448	M&E	Mower- 70 inch
SARASOTA	SST LI	300301	JALC4B16177016840	VEH&R	Truck- 2007 Isuzu (C) Spray #1199
SARASOTA	SST LM	302967	401240031	M&E	Mower- Vantage 52 inch
SARASOTA	SST LI	300058	1FTSW31P74EC34987	VEH&R	Truck- Ford F350 Pickup- 2004 #1062
SARASOTA	SST LM	309134	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LM	309404	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LM	302497	Multiple	M&E	Sm Equipment- 2 cycle
SARASOTA	SST LM	302637	Need from Branch	M&E	Kubota Utility- RTU-X900
SARASOTA	SST LM	309538	7NPRU1827MS002285	VEH&R	Trailer- 2021 Rhino 7x18 Utility
SARASOTA	SST LM	307610	Multiple	M&E	Small Equipment - 2 Cycle
SARASOTA	SST LM	302692	316660425	M&E	Mower- Lazer- 72in
SARASOTA	SST LI	301943	43ZDN24B3G0006467	VEH&R	Trailer- 2017 83in x 14'
SARASOTA	SST LM	309534	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LM	302622	400034281	M&E	Mower- Exmark- Vantage 60in
SARASOTA	SST LM	302621	400034287	M&E	Mower Exmark Vantage 60in
SARASOTA	SST LI	301945	TC6816503	VEH&R	Trailer- 2017 7 x 20 Gatortail
SARASOTA	SST LI	301944	TC6816504	VEH&R	Trailer- 2017 7 x 20 Gatortail
SARASOTA	SST LI	303565	4T9BU1213JG035299	VEH&R	Trailer- 2018 6x12 LM61235

SARASOTA	SST LM	303116	Multiple	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LI	302134	TC1010503	VEH&R	Trailer- 2017 Gatortail 7x20 Landscape
SARASOTA	SST LM	303389	MULTIPLE	M&E	Small Equipment- 2 Cycle
SARASOTA	SST LI	302130	TC1010501	VEH&R	Trailer- 2017 Gatortail 7x20 Landscape
SARASOTA	SST LI	302129	TC1010502	VEH&R	Trailer- 2017 Gatortail 7x20 Landscape
SARASOTA	SST LM	302661	Need from Branch	M&E	Vortex TR Granular Spreader
SARASOTA	SST LM	301883	316628275	M&E	Mower- Exmark Lazer S 72in
SARASOTA	SST LM	301882	316628278	M&E	Mower- Exmark Lazer S 72in
SARASOTA	SST LM	301268	315637962	M&E	Mower- Exmark Lazer S 72in
SARASOTA	SST LM	301267	-	M&E	Mower- Exmark Lazer S 72in
SARASOTA	SST LM	301270	315603852	M&E	Mower- Exmark Lazer S 60in
SARASOTA	SST LM	301272	315603853	M&E	Mower- Exmark Lazer S 60in
SARASOTA	SST LM	302099	316642940	M&E	Mower- Exmark Vantage 60in
SARASOTA	SST LM	302098	316642954	M&E	Mower- Exmark Vantage 60in
SARASOTA	SST LM	302100	316642955	M&E	Mower- Exmark Vantage 60in
SARASOTA	SST LM	301886	316616231	M&E	Mower- Exmark Vantage 60in
SARASOTA	SST LM	302102	40034316	M&E	Mower- Exmark Vantage 48in
SARASOTA	SST LM	302101	316649787	M&E	Mower- Exmark Vantage 48in
SARASOTA	SST LM	301887	315669561	M&E	Mower- Exmark Vantage 52in
SARASOTA	SST LM	301888	315669565	M&E	Mower- Exmark Vantage 52in
SARASOTA	SST LM	301496	315636718	M&E	Mower- Exmark Vintage 36in
SARASOTA	SST LI	300171	4YNBN12228C053137	VEH&R	Trailer- 2008 6 x 12 Anderson Dump
SARASOTA	SST LM	302104	316616934	M&E	Mower- Exmark Turf Tracer 36in
SARASOTA	SST LM	302103	316630001	M&E	Mower- Exmark Turf Tracer 36in

SARASOTA	SST LM	302106	316648254	M&E	Mower- Exmark Turf Tracer 36in
SARASOTA	SST LM	300323	TC71111501	VEH&R	Trailer- 2012 Gator Tail 7 x 20 (C)
SARASOTA	SST LI	300049	4YNBN202X7C048274	VEH&R	Trailer- 7 x 20 Anderson 6 ton 2007
SARASOTA	SST LI	300322	1L9BU2027AN383759	VEH&R	Trailer- 2008 Loudo (C)
SARASOTA	SST LI	302126	B16 285152	M&E	Trailer- Turbine Blower- Cyclone KB4
SARASOTA	SST LM	300382	2014249348	M&E	Mower- Snapper 21in (C)
SARASOTA	SST LM	300381	MAKA-1091598	M&E	Mower- Honda 21in (C)
SARASOTA	SST LM	309061	T52609503	VEH&R	Trailer-2009 Gator Tail

**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: **Greyhawk Landing**

Contact: **Ed Maro** Contact Email: fieldmgr@greyhawkcdd.org

Contact Phone: **(941) 448-7601** (prefers email contact)

Project Type/Description: **CDD**

Dollar Amount of Contract: **\$371,000.00**

Scope of Services for Project: **Full service landscape maintenance to include, irrigation, fert./chem,
mowing and trimming services**

Dates Serviced: **July 2021-Present**

- *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:*

2020 = \$380,000.00

2019 = \$320,000.00

2018 = \$230,000.00

- *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 Name/Location: **Forest Creek**

Contact: **Joe Dewitt** Contact Phone: **(941) 212-7080**

Project Type/Description: **CDD**

Dollar Amount of Contract: **\$200,000.00**

How was the project similar to this project? **Similar layout**

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): **Full service landscape maintenance to include, irrigation, fert./chem, mowing and trimming services**

List of equipment used on site: **Golf Cart - 2017 Club Car Carryall 500, (1) Mower- Lazer 72in, (2) Mower- Vantage 60 inch, (2) Mower- Exmark Turf Tracer 36in, Mower- Snapper 21in (C), (4) Small Equipment- 2 Cycle**

List of subcontractors used: **None**

Is this a current contract? **Yes X No ___**

Duration of contract : **September 2017-Present**

- *(Information regarding similar projects – continued)*

Project Name/Location: State College of Florida Manatee/Sarasota Campus

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

Project Type/Description: **Institution/Campus**

Dollar Amount of Contract: **\$236,000.00**

How was the project similar to this project? **Similar Size**

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): **Full service landscape maintenance to include, irrigation, fert./chem, mowing and trimming services**

List of equipment used on site: **Golf Cart - 2017Club Car Carryall 500, (1) Mower- Lazer 72in, (2) Mower- Vantage 60 inch, (2) Mower- Exmark Turf Tracer 36in, Mower- Snapper 21in (C), (4) Small Equipment- 2 Cycle**

List of subcontractors used: **None**

Is this a current contract? **Yes X** No ___

Duration of contract: **2020-Present**

- *(Information regarding similar projects – continued)*

Project Name/Location: **K-Bar Ranch II**

Contact: **Betty Valenti** Contact Phone: **(813) 393-1314**

Project Type/Description: **CDD**

Dollar Amount of Contract: **\$350,000.00**

How was the project similar to this project? **Similar size and scope**

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): **Full service landscape maintenance to include, irrigation, fert./chem, mowing and trimming services**

List of equipment used on site: **Golf Cart - 2017Club Car Carryall 500, (1) Mower- Lazer 72in, (2) Mower- Vantage 60 inch, (2) Mower- Exmark Turf Tracer 36in, Mower- Snapper 21in (C), (4) Small Equipment- 2 Cycle**

List of subcontractors used: **None**

Is this a current contract? **Yes X** No ___

Duration of contract: **March 2012-Present**

- *(Information regarding similar projects – continued)*

Project Name/Location: **Longleaf**

Contact: **Brian Howell** Contact Phone: **(813) 873-7300**

Project Type/Description: **CDD**

Dollar Amount of Contract: **\$250,000.00**

How was the project similar to this project? **Similar scope**

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): **Full service landscape maintenance to include, irrigation, fert./chem, mowing and trimming services**

List of equipment used on site: **Golf Cart - 2017Club Car Carryall 500, (1) Mower- Lazer 72in, (2) Mower- Vantage 60 inch, (2) Mower- Exmark Turf Tracer 36in, Mower- Snapper 21in (C), (4) Small Equipment- 2 Cycle**

List of subcontractors used: **None**

Is this a current contract? **Yes X** No

Duration of contract: **April 2018-Present**

- *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: **West Villages Improvement District (aka; Wellen Park)**

Contact: **Mike Smith** Contact Phone: **(540) 539-7592**

Project Type/Description: **CDD**

Dollar Amount of Contract: **\$800,000.000**

Scope of Services for Project: **Full service landscape maintenance to include, irrigation, fert./chem, mowing and trimming services**

Dates Serviced: **September 2019-September 2021**

Reason for Termination: **It was put out to bid in the Fall of 2021, and we were nor awarde new contract**

- *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.*

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

**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 **\$296,238.00 / Yr.**

PART 2

Fertilization (All labor and materials) **\$40,192.00 / 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
January	20-0-10 w/ Pre-M	1	1,935	\$2,950
April	21-0-0	.5	1,935	\$2,950
October	24-0-1	1	1,935	\$2,950
November	20-0-10 w/ Pre-M	1	1,935	\$2,950

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	68	\$1,100
April	21-0-0	.5	34	\$1,100
October	20-0-10	1	68	\$1,100

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	60	\$967
April	21-0-0	.5	30	\$967

October	20-0-10 w/ Pre-M	1	60	\$967
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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	2	990	\$3,770
May	8-2 12+4	2	990	\$3,770
October	8-2 12+4	2	990	\$3,770
December	8-2 12+4	2	990	\$3,770

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month	Formula	Application Rate 4-6 lbs. N/1000 SF	Total Pounds to be Applied	Cost Per Application
March	8-0-10	1	1,500	\$2,361
May	8-0-10	1	1,500	\$2,361
October	8-0-10	1	1,500	\$2,361

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

PART 3

Pest Control (All labor and materials)

\$ 1,800.00 / 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.

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 all Finished Landscaped Areas as described in Scope of Services. **\$ 6,000.00 / Yr.**

**Top Choice application will be performed at the sole discretion of the District's Rep.
(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) \$ 58,730.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

PART 5

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

620 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 54.80 /CY (October Application) = \$33,976.00

And

310 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 54.80 /CY (April Application) = \$16,988.00

**Installation of Grade "A" Medium Pine Bark Mulch \$ 50,964.00 /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 585 (4") annuals four (4) times per year per specs at the direction of the District at \$ \$ \$
\$3.05 / annual.

\$1,784.25 / rotation

\$7,137.00 / 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)

\$ 396,960.00 / Yr.

FIRST ANNUAL RENEWAL	\$ 408,869.00 / Yr*
SECOND ANNUAL RENEWAL	\$ 421,135.00 / Yr*
THIRD ANNUAL RENEWAL	\$ 433,769.00 / 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.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**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	\$ 64.00	Hour
B.	Bush-Hog w/operator	\$ 80.00	Hour
C.	Tractor w/operator	\$ 100.00	Hour
D.	Supervisor with Transportation	\$ 80.00	Hour
E.	Laborer with hand equipment	\$ 50.00	Hour
F.	Truck w/driver	\$ 70.00	Hour
G.	Irrigation Tech	\$ 80.00	Hour
H.	Granular Pesticide Applicator		
	Person with Drop Spreader	\$ 80.00	Hour
I.	Liquid Pesticide Applicator		
	Person with Spray Truck	\$ 100.00	Hour
J.	Granular Fertilizer Applicator		
	Person with Drop Applicator	\$ 80.00	Hour
K.	Liquid Fertilizer Applicator		
	Person with Spray Truck	\$ 100.00	Hour
L.	Granular Weed Control Applicator		
	Person with Drop Applicator	\$ 80.00	Hour
M.	Liquid Weed Control Applicator		
	Person with Spray Truck	\$ 100.00	Hour
N.	Laborer for Additional Trash Pick-Up	\$ 50.00	Hour
O.	Lump Sum Mowing ⁽¹⁾ ,	\$ 4,300.00	Per Mow

¹ 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	\$ 250	per Hour
Tractor Operator	\$ 90	per Hour
Supervisor	\$ 90	per Hour

B. Debris removal equipment unit costs:

Tractor	\$ 100	per Hour
Flat Bed Truck	\$ 80	per Hour
Supervisor Truck	\$ 80	per Hour

C. Other emergency/disaster related unit costs:

Dump Fees	\$ 200	per Hour
Tree Staking	\$ 75	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.

**PROPOSAL FORM
PART IV PRICING
(FIRST ANNUAL RENEWAL)**

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

\$305,125.00 / Yr.

PART 2

Fertilization (All labor and materials)

\$41,398.00 / 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
January	20-0-10 w/ Pre-M	1	1,935	\$3,045
April	21-0-0	.5	1,935	\$3,045
October	24-0-1	1	1,935	\$3,045
November	20-0-10 w/ Pre-M	1	1,935	\$3,045

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	68	\$1,134
April	21-0-0	.5	34	\$1,134
October	20-0-10	1	68	\$1,134

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	60	\$996
April	21-0-0	.5	30	\$996

October	20-0-10 w/ Pre-M	1	60	\$996
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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	2	990	\$3,883
May	8-2 12+4	2	990	\$3,883
October	8-2 12+4	2	990	\$3,883
December	8-2 12+4	2	990	\$3,883

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month Per Application	Formula	Application Rate 4-6 lbs. N/1000 SF	Total Pounds to be Applied	Cost
March	8-0-10	1	1,500	\$2,432
May	8-0-10	1	1,500	\$2,432
October	8-0-10	1	1,500	\$2,432

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

PART 3

Pest Control (All labor and materials) **\$ 1,854.00 / 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.

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 all Finished Landscaped Areas as described in Scope of Services. **\$ 6,180.00 / Yr.**

**Top Choice application will be performed at the sole discretion of the District's Rep.
(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) \$ 60,492.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

PART 5

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

620 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 54.80 /CY (October Application) = \$33,976.00

And

310 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 54.80 /CY (April Application) = \$16,988.00

**Installation of Grade "A" Medium Pine Bark Mulch \$ 50,964.00 /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 585 (4") annuals four (4) times per year per specs at the direction of the District at \$3.05 / annual.

\$1,784.25 / rotation

\$7,137.00 / 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

SECOND ANNUAL RENEWAL TOTAL

\$ 421,135.00

PROPOSAL FORM
PART IV PRICING
(SECOND ANNUAL RENEWAL)

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

\$314,279.00 / Yr.

PART 2

Fertilization (All labor and materials)

\$42,640.00 / 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
January	20-0-10 w/ Pre-M	1	1,935	\$3,136
April	21-0-0	.5	1,935	\$3,136
October	24-0-1	1	1,935	\$3,136
November	20-0-10 w/ Pre-M	1	1,935	\$3,136

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	68	\$1,169
April	21-0-0	.5	34	\$1,169
October	20-0-10	1	68	\$1,169

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	60	\$1,026
April	21-0-0	.5	30	\$1,026

October	20-0-10 w/ Pre-M	1	60	\$1,026
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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	2	990	\$3,999
May	8-2 12+4	2	990	\$3,999
October	8-2 12+4	2	990	\$3,999
December	8-2 12+4	2	990	\$3,999

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month Per Application	Formula	Application Rate 4-6 lbs. N/1000 SF	Total Pounds to be Applied	Cost
March	8-0-10	1	1,500	\$2,505
May	8-0-10	1	1,500	\$2,505
October	8-0-10	1	1,500	\$2,505

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

PART 3

Pest Control (All labor and materials)

\$ 1,910.00 / 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.

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

PART 6

Annual Installation (All labor and materials)

Contractor shall install 585 (4") annuals four (4) times per year per specs at the direction of the District at \$3.05 / annual.

\$1,784.25 / rotation

\$7,137.00 / 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

FIRST ANNUAL RENEWAL TOTAL

\$ 421,135.00

PROPOSAL FORM

PART IV PRICING

(THIRD ANNUAL RENEWAL)

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

\$323,893.00 / Yr.

PART 2

Fertilization (All labor and materials)

\$43,734.00 / 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
January	20-0-10 w/ Pre-M	1	1,935	\$3,231
April	21-0-0	.5	1,935	\$3,231
October	24-0-1	1	1,935	\$3,231
November	20-0-10 w/ Pre-M	1	1,935	\$3,231

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	68	\$1,205
April	21-0-0	.5	34	\$1,205
October	20-0-10	1	68	\$1,205

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/ Pre-M	1	60	\$1,057
April	21-0-0	.5	30	\$1,057

October	20-0-10 w/ Pre-M	1	60	\$1,057
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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	2	990	\$4,071
May	8-2 12+4	2	990	\$4,071
October	8-2 12+4	2	990	\$4,071
December	8-2 12+4	2	990	\$4,071

Shrubs, Trees and Groundcover (per Part 2 specifications)

Month Per Application	Formula	Application Rate 4-6 lbs. N/1000 SF	Total Pounds to be Applied	Cost
March	8-0-10	1	1,500	\$2,580
May	8-0-10	1	1,500	\$2,580
October	8-0-10	1	1,500	\$2,580

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

PART 3

Pest Control (All labor and materials)

\$ 1,967.00 / 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.

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 all Finished Landscaped Areas as described in Scope of Services. **\$ 6,365.00 / Yr.**

**Top Choice application will be performed at the sole discretion of the District's Rep.
(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)

\$ 64,175.00 /Yr

Contractor shall inspect the irrigation system and shall provide all head replacements and service line break repairs as part of this Part 4 pricing. Any repairs required in the main line will be billed separately with prior approval from District's Rep.

PART 5

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

620 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 54.80 /CY (October Application) = \$33,976.00

And

310 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 54.80 /CY (April Application) = \$16,988.00

**Installation of Grade "A" Medium Pine Bark Mulch \$ 50,964.00 /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 585 (4") annuals four (4) times per year per specs at the direction of the District at \$3.05 / annual.

\$1,784.25 / rotation

\$7,137.00 / 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

THIRD ANNUAL RENEWAL TOTAL

\$ 433,769.00

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 15th day of November, 2021.

Proposer: Yellowstone Landscape
W.B. Simpson
By: William B. Simpson
Title: Business Development Manger

STATE OF Florida
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November, 2021 by William Simpson, as Business Developer of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Natalia Bigelow
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: NATALIA Bigelow
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**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 LT 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 Development Manager for Yellowstone Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address 6106 33rd Street East, Bradenton, Florida 34203 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 15th day of November, 2021.

Proposer: Yellowstone Landscape
William B. Simpson
By: William B. Simpson
Title: Business Development Manger

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November 2021 by William Simpson as Business Developer of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Natalia Bigelow
NOTARY PUBLIC, STATE OF Florida
Name: NATALIA BIGELOW
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



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 LT 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 Development Manager for Yellowstone Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 6106 33rd Street East, Bradenton, Florida 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.

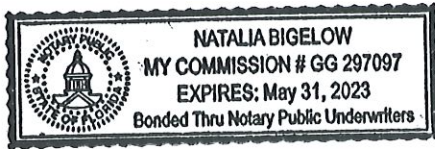
Dated this 15th day of November, 2021.

Proposer: Yellowstone Landscape
W.B. Simpson
By: William B. Simpson
Title: Business Development Manger

STATE OF Florida
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of November 2021 by William Simpson as Business Development of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Natalia Bigelow
NOTARY PUBLIC, STATE OF FLORIDA
Name: NATALIA Bigelow
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between:

LT Ranch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Sarasota County, Florida, and having offices at c/o District Manager, c/o JPWard & Associates LLC, 2301 Northeast 37th Street, Ft. Lauderdale, Florida 33308 (“District”); and

- 4. **Yellowstone Landscape** a _____, whose address is 6106 33rd Street East, Bradenton, Florida 34203 (the “Contractor,” and collectively with the District, the “Parties”).

RECITALS

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

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

WHEREAS, 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 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** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, 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 _____ 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 18 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 _____, 2021 and end _____, 2022 ("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 and 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. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives 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 Services 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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 site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, 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 and/or site conditions were not in good condition at the time the Contractor submitted its proposal.

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, 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:

If to the District:

A.

LT Ranch CDD
2301 Northeast 37th Street
Ft. Lauderdale, Florida 33308
Attn: District Manager

With a copy to:

KE Law Group
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

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.

30. **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.

31. **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 Sarasota County, Florida.

32. **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 JPWard & Associates LLC ("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 (954) 658-4900, OR BY EMAIL AT JIMWARD@JPWARDASSOCIATES.COM, OR BY REGULAR MAIL AT 2301 NORTHEAST 37TH STREET, FT. LAUDERDALE, FLORIDA 33308.

33. **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.

34. **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.

35. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder,

the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

36. **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:

**LT 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:
Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 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, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the 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 be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. 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. Weekend work is permitted when necessary upon prior approval.

Zoysia grass maintenance will be Clark Road entrance. Recreational Shell path within preserve will be part of general maintenance pricing for maintaining path and cutting back of branches or foliage that impede the path. Bi-weekly inspection and maintenance required for path preservation.

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

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (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. 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. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement. Main entrance sign bed maintained by CDD.

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 Skye 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 OR LAKE BANKS) 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) 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. 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.**

6) **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 Sarasota 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 St. Johns 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:

January	A complete fertilizer based on soil tests + PreM
January	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
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January	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should 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 of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR 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 – (January, April, October)

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

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

PALM FERTILIZATION:

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

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

CONTRACTOR shall provide the DISTRICT with 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 control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

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

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. 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 "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month(170 zones). Areas shall include all of the existing irrigation systems to date. Owner will be responsible for mainline repairs. Contractor as part of there bid will be responsible for service lines(1.5 inch and under) and sprinkler head repair or replacement.

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. 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

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 assignee prior to making such repair.

Upon execution of the Agreement, 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 Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

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

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 Grade "A" 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.

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 585 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 select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will 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. (Jan., April, July, and Oct.)

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. 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"

Proposal Pricing (Part IV of Proposal Form)

EXHIBIT "C"
OTHER FORMS

LT RANCH CDD

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

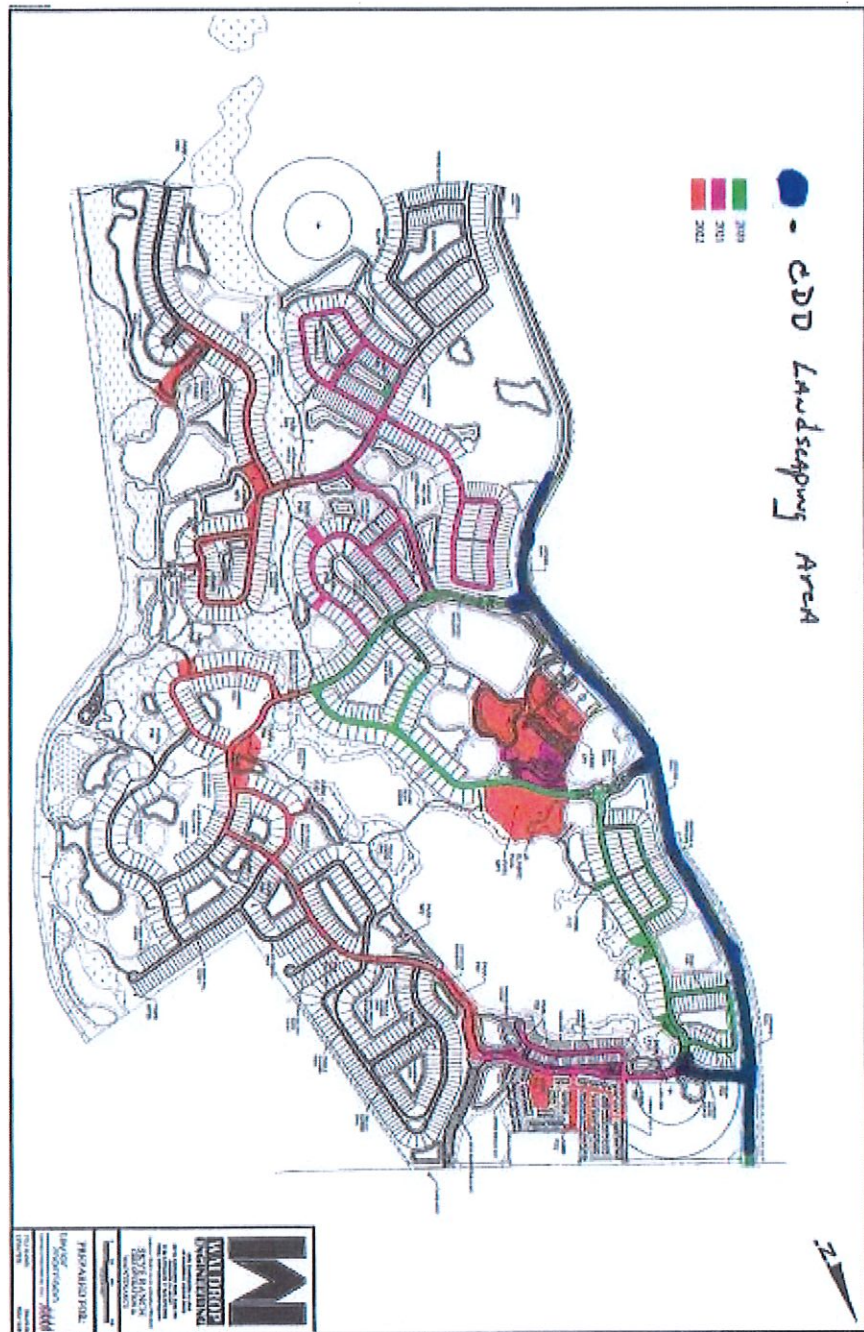
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME:

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

EXHIBIT "D"
MAINTENANCE MAP



M

MANITOWOC
ENGINEERING
 1000 W. WATER ST.
 MANITOWOC, WI 54221
 TEL: 920.761.1000
 FAX: 920.761.1001
 WWW.MANITOWOCENGINEERING.COM

PREPARED FOR:
 City of Manitowish Water
 1000 W. WATER ST.
 MANITOWOC, WI 54221
 TEL: 920.761.1000
 FAX: 920.761.1001
 WWW.MANITOWOCENGINEERING.COM

DATE: 08/14/2003

PROJECT: CDD Landscaping Area

SCALE: AS SHOWN

PROJECT NO.: 03-001

DATE: 08/14/2003

**LT RANCH
COMMUNITY DEVELOPMENT DISTRICT**

**FIRST ADDENDUM
TO REQUEST FOR PROPOSALS
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

TO: All Respondents

FROM: Jere Earlywine, District Counsel

DATE: October 25, 2021

This First Addendum to the LT Ranch Community Development District (“**District**”) Request for Proposals for Landscape & Irrigation Maintenance Services provides the following clarifications, additions, deletions and/or modifications to the Project Manual for the above referenced project. Please acknowledge receipt of this Addendum by e-mail only to Bruce Bernard, Asset Manager, bbernard@cgasolutions.com or from the office of the District Manager, James Ward, JimWard@JPWardAssociates.com, Jere Earlywine, District Counsel, at jere@kelawgroup.com, and Katie Ibarra, katie@kelawgroup.com. This First Addendum addresses the following items:

1. **QUESTION:** Page 33 at the bottom indicates that as a part of our bid submittal that is due on November 15, 2021 that we are to identify any deficiencies otherwise the “proposer shall be deemed to have accepted the site and shall maintain the site in a condition consistent with industry standards and at the lump sum pricing set forth in the proposal”. A lot can happen in 45 days from the point of submittal to the start of the contract (expected January 1, 2022) so my question is how can a contractor be held responsible for deficiencies that can possibly occur between now and January 1, 2022? I understand that a report of any deficient conditions based on the time of submittal would be advantageous for each bidder to provide a report of current conditions at the time of submittal, but many items could be resolved prior to us beginning or new items could develop between as well.

RESPONSE: Paragraph 6 of the RFP details how the period between proposal submission and start date is handled. If there are unforeseeable deficiencies, the RFP winner should be able to request amendments/waivers.

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, paved paths, ground surface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

2. QUESTION: Page 64 makes mention that "upon execution of the agreement, contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor associated with the irrigation system of 1.5 inches or less...". There is a gap between execution and commencement and industry standard is to afford the incoming vendor 30 days to perform an initial irrigation audit. It's very difficult for an incoming contractor to be held accountable for irrigation issues prior to starting. My question is can this be clarified to be that upon commencement, contractor shall have 30 days to perform an irrigation audit and provide a deficiencies report and after the initial audit, contractor will be responsible for 1.5 inches and under after the initial audit is completed?

RESPONSE: Proposers should provide a list of items to bring the site up to industry standards in their proposal and determine their price base on that. This should include unreported maintenance deficiencies. This 30-day post-execution audit could allow a contractor to materially change the terms of the contract after they've won the RFP.

3. QUESTION: Page 65 as it relates to mulch, the quantity is provided by the District as a part of this bid, but it states "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 the contractor at no additional cost to the district". My question is if the quantity has been provided and all bidders are to bid on the quantities given if there is a shortage, shouldn't any additional quantity needed be a cost to the district? I appreciate the quantity being given as a part of the bid so that all bids are apples to apples, but I'd

just ask that the highlighted part be revised to read at an additional cost to the district (and not the responsibility of the contractor).

RESPONSE: Part 5 beginning on Page 64 of the RFP states that "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."

Each proposer should determine how much additional mulch is required and provide a sufficient amount to attain the depth of 3". If proposer's underestimate or provide incorrect amounts, the cost to correct should be set at what the proposer initially determined as the price per cubic yard with no additional cost to the district.

NOTICE: All proposers shall complete and sign the attached E-Verify Affidavit (page 4 of this Addendum) and submit it with their proposal.

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, ATTENTION: DAPHNE GILLYARD, IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN 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 THIS ADDENDUM.

LT RANCH COMMUNITY DEVELOPMENT DISTRICT
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

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

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Developer for Yellowstone Landscape ("Contractor") and am authorized to make this E-Verify Affidavit on behalf of Contractor. The Contractor is an enterprise working as a vendor within the WENTWORTH ESTATES Community Development District ("District").

2. The Contractor acknowledges that Section 448.095, Florida Statutes, applies to the Agreement and agrees to comply with the terms of such statute. Pursuant to Section 448.095, Florida Statutes, the undersigned, on behalf of the Contractor, certifies that the Contractor is registered with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

3. The Contractor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement. The Contractor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

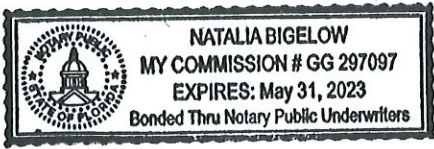
Under penalties of perjury, I declare that I have read the foregoing E-Verify Affidavit and that the foregoing is true and correct. Dated as of this 15th day of November, 2021.

Contractor: Yellowstone Landscape
By: William Simpson
Title: Business Developer

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 15th day of November 2021, by William Simpson, as Business Developer of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Natalia Bigelow
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Intended for: Willow Walk CDD



YELLOWSTONE

L A N D S C A P E

**YELLOWSTONE LANDSCAPE, INC.
AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS**

December 31, 2020

****Excludes non-cash amortization of intangible assets**

These financial statements contain confidential information regarding Yellowstone Landscape, Inc. and its subsidiaries. By acceptance hereof, each recipient agrees that it will cause its directors, officers, employees, legal and financial advisors, accountants, and other agents and representatives (collectively, "Representatives") not to copy, reproduce, or distribute to others these financial statements in whole or in part, at any time, without the prior written consent of Yellowstone Landscape, Inc. and that it will keep, and will cause the Representatives to keep, permanently confidential all information contained herein and will use these statements only in connection with the intended use.

Intended for: Willow Walk CDD

Yellowstone Landscape, Inc. and Subsidiaries

Consolidated Statement of Operations*
For Year Ended December 31, 2020



Sales	\$ 279,131,101
Cost of sales	<u>207,624,531</u>
Gross profit	<u>71,506,570</u>
Total operating expenses	<u>51,996,983</u>
Net income (loss) from operations	<u>19,509,587</u>
Other income (expense)**:	
Interest and other non-operating expenses	<u>(21,703,524)</u>
Total other expense	<u>(21,703,524)</u>
Net income before income tax expense	(2,193,937)
Income tax benefit	<u>7,274,630</u>
Net income**	<u><u>\$ 5,080,693</u></u>

*Report results - no proforma for acquisitions completed during the calendar year

**Excludes non-cash amortization of intangible assets

Intended for: Willow Walk CDD

Yellowstone Landscape, Inc. and Subsidiaries

Consolidated Balance Sheets
For Year Ended December 31, 2020



ASSETS

Current assets:	
Cash	\$ 19,774,887
Accounts receivable:	
Trade, net	39,573,914
Other	1,194,821
Prepaid expenses and other	3,792,223
Inventories	2,311,908
Costs and estimated earnings in excess of billings on uncompleted contracts	4,272,477
Debt Issuance cost, current portion	438,624
Total current assets	<u>71,358,854</u>
Debt Issuance cost, less current portion	1,681,395
Property and equipment, net	66,501,080
Goodwill and other Assets	513,689,041
Total assets	<u><u>\$ 653,230,370</u></u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:	
Current portion, long-term debt & revolver	\$ 3,177,691
Accounts payable, trade	10,405,855
Accrued compensation and payroll taxes	11,045,744
Deferred Revenue	71,527
Other accrued expenses and payables	8,092,591
Billings in excess of costs and estimated earnings on uncompleted contracts	1,221,694
Total current liabilities	<u>34,015,102</u>
Long-term debt payable, less current portion	348,603,651
Other liabilities	26,102,266
Total liabilities	<u>408,721,019</u>
Stockholders' equity:	
Paid-in-capital	244,509,351
Total stockholders' equity	<u>244,509,351</u>
Total liabilities and stockholders' equity	<u><u>\$ 653,230,370</u></u>

Principal Officers



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.



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.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

About Us



YELLOWSTONE
LANDSCAPE



YELLOWSTONE LANDSCAPE



Yellowstone Landscape began with the unification of established, independently successful landscape companies across the South.

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 awarded commercial landscaping

companies, we are proud to serve more than two thousand client properties from our local branch facilities, across six Southern states.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

Narrative Description To Approach Of Services



The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

I. LANDSCAPE MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing

- a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- b. Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- d. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- e. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

2. Edging & Trimming

- a. **Yellowstone Landscape** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- e. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

Scope of Services Summary



3. Debris Removal

- a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- b. Landscape debris generated on the property during landscape maintenance is the sole responsibility of **Yellowstone Landscape**, and will be removed no additional expense to the **Client**.

4. Fertilizer

- a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
- b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

5. Insect, Disease, and Weed Control

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Yellowstone Landscape**.
- b. All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- c. **Yellowstone Landscape** must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- d. Access to a water source on the Client's property must be provided for use in spray applications.

B. Plant Material Specifications

1. Shrubs

- a. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- b. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- c. Clippings are to be removed by **Yellowstone Landscape** following pruning.

Scope of Services Summary



2. Tree Maintenance

- a. Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- b. Palm Trees will have only brown or broken fronds removed at time of pruning.
- c. **Yellowstone Landscape** will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

3. Edging and Trimming

- a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- b. "Weedeating" type edging will not be used around trees.

4. Insect, Disease and Weed Control

- a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, **Yellowstone Landscape** will offer suggestions regarding the best course of action.
- b. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- c. **Yellowstone Landscape** will maintain a log listing all applications and will have MSDS sheets available for each product used on the **Client's** property.
- d. The **Client** must provide access to a suitable water source on their property for use by **Yellowstone Landscape** in spray applications.

5. Fertilization

- a. Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

C. Irrigation System Specifications

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.

Scope of Services Summary



2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Yellowstone Landscape** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Yellowstone Landscape** personnel shall be repaired promptly at no cost to the **Client**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Yellowstone Landscape** will immediately make the necessary repairs and then contact the Client.

D. Annual Flower Specifications

1. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
4. All soils are to be roto-tilled after removing and prior to installing new flowers.
5. "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change. Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

E. Mulch

1. Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

II. ADDITIONAL SERVICES

- A. **Yellowstone Landscape** will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the **Client**.

Scope of Services Summary



III. YELLOWSTONE LANDSCAPE PERSONNEL

- A. **Yellowstone Landscape** will provide all labor, transportation and supervision necessary to perform the work described herein.
- B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- C. Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- D. **Yellowstone Landscape** recognizes that its personnel are representatives of the **Client** while on the **Client's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
- E. Any damage caused by **Yellowstone Landscape** personnel will be repaired promptly at no cost to the **Client**.
- F. **Yellowstone Landscape** may utilize qualified subcontractors at any time during the agreement period and will be responsible for managing the quality of their services.
- G. All work performed by **Yellowstone Landscape** will be coordinated with the **Client** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. YELLOWSTONE LANDSCAPE VEHICLES AND EQUIPMENT

- A. **Yellowstone Landscape** service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- B. All **Yellowstone Landscape** vehicles must operate in a safe and courteous manner while on the **Client's** property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- D. Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

V. ADDITIONAL PROVISIONS

- A. Property inspections will be conducted regularly by an authorized **Yellowstone Landscape** representative. **Yellowstone Landscape** will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- B. **Yellowstone Landscape** will provide the **Client** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Proud to Serve Bradenton & Sarasota



Excellence in Commercial Landscaping for Bradenton and Sarasota Area Properties

Yellowstone Landscape is proud to serve West Florida's commercial landscaping needs from our local branch location. We're **one of the fastest growing commercial landscape firms** serving Bradenton and Sarasota, offering landscape design, landscape installation, and landscape maintenance services.

Our clients are some of the area's most beautiful homeowner associations, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail centers.

Our local service teams are ready to provide you with West Florida's most professional and responsive commercial landscaping services, always tailored to meet your needs expectations.

Local Offices
6108 33rd Street East
Bradenton, FL 34203
941.251.8080

www.yellowstonelandscape.com

Services for Homeowner Associations



Our comprehensive landscape services for Homeowner Associations are designed to create beautiful and healthy environments and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the

right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

Key benefits of a professionally maintained landscape include:

- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services

Landscape Maintenance



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LANDSCAPE



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your **Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called **opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information** you need about your landscape, when you need it.

Irrigation Installation & Management



There is nothing more essential to the success of your landscape than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require special certification to install and operate.

Our Irrigation Installation and Management Professionals are experts in all major commercial irrigation systems. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, our Irrigation Teams are dedicated to protecting your valuable water resources. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These guidelines govern how we design, install, and maintain your irrigation system.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Tree Care Services



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LANDSCAPE



Your trees add beauty and value to your property. In the case of mature trees, they are an absolutely irreplaceable asset. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by certified Arborists, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

Landscape Design



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LANDSCAPE



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Sandpiper Key

Englewood, FL

Option #1

Conceptual Rendering-Plants are depicted at mature stage



Existing



Potential

Landscape Design Suggestions

- Stone Retaining Wall
- Carissa 'Emerald Blanket'
- Triple Trunk Christmas Palms
- Croton 'Petra'
- Annuals
- Sod



Sandpiper Key

Englewood, FL

Option #2

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Stone Retaining Wall
- Carissa 'Emerald Blanket'
- Triple Trunk Christmas Palms
- Bromeliad varieties
- Annuals
- Sod



Potential



Sandpiper Key

Englewood, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

Carissa 'Emerald Blanket'
Triple Trunk Christmas Palms
Arboricola 'Trinette'
Annuals
Sod



Potential



Seasonal Color Installations



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Our Fleet Vehicles and Equipment



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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 1000 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

Environmental Stewardship



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LANDSCAPE



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

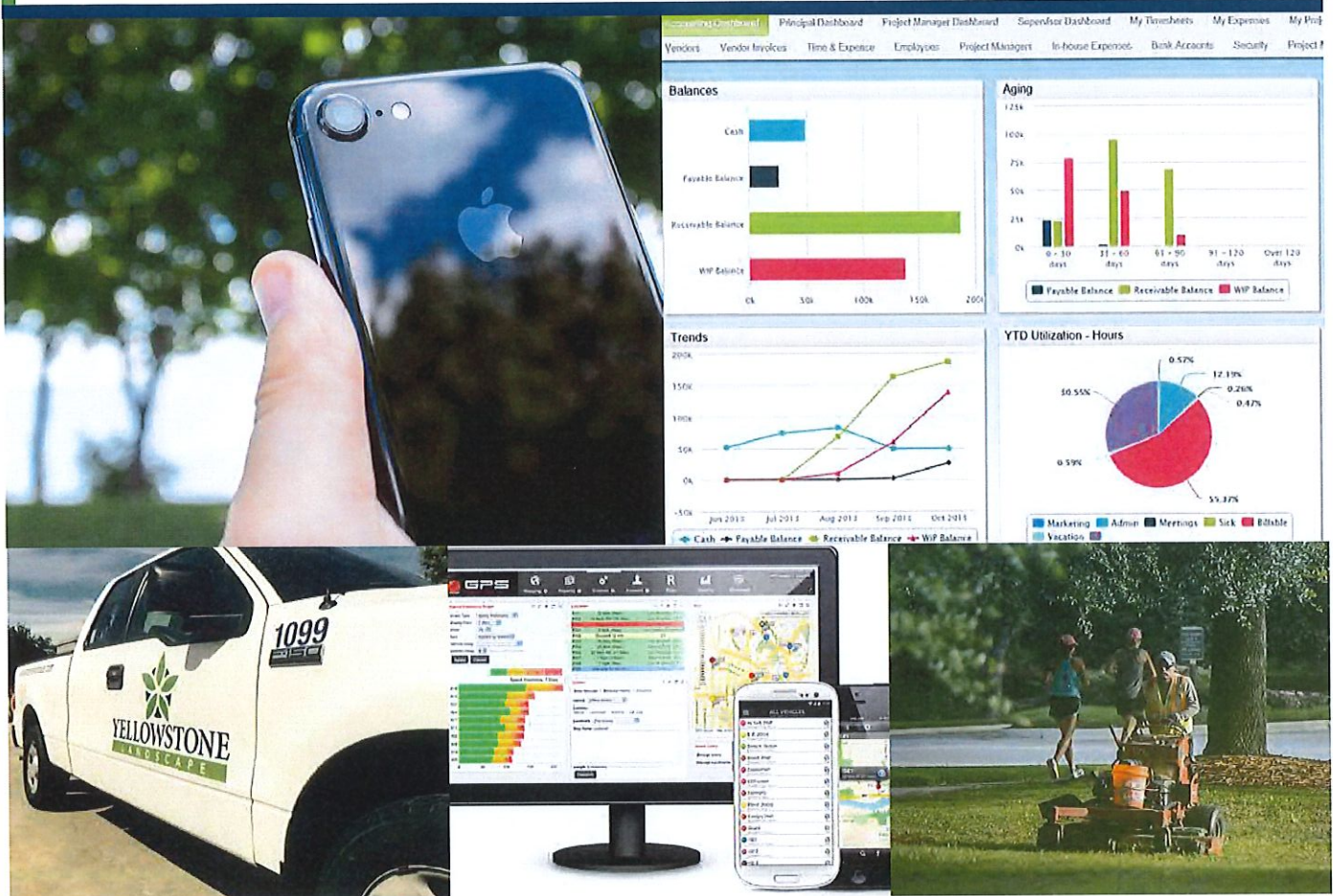
Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Our Technology at Work for You



YELLOWSTONE
LANDSCAPE



Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing smart phones to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are now equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at greater than 99% accuracy. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

It's our goal to remain technological leaders in our industry, so as technology improves, so will we.



REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Garden Lakes
Client Since: 2010
Services Provided: Landscape Maintenance
Client Contact: Dan Bembem
dbembem2@aol.com
941-544-4052
Address: 5499 37 Street E
Bradenton, Florida 34203

Project Name: Forest Creek CDD
Client Since: 2015
Services Provided: Landscape Maintenance, Landscape Enhancement
Client Contact: Joe Dewitt
(941) 212-7080
jdewittfccdd@gmail.com
Address: 11685 Old Florida Lane
Parrish, FL 34219
Gate Code: #8001

Project Name: The Preserves at Panther Ridge
Client Since: 2017
Services Provided: Landscape Maintenance
Client Contact: Kelley Lyons
klyons@associagulfcoast.com
941-552-1598
Address: 5216 Paylor Lane
Sarasota, FL 34202

Reference Listing



YELLOWSTONE
LANDSCAPE

Project Name **Ballantrae CDD**
Contact Information Jim Flateau
813.215.0896
\$160,000
March 2012 to Present

Project Name **K-Bar Ranch II CDD**
Contact Information Betty Valenti
813.393.1314
\$350,000
April 2018 to Present

Project Name **Longleaf CDD**
Contact Information Brian Howell
813.873.7300
\$251,000
July 2016 to Present

Project Name **Magnolia Park CDD**
Contact Information Patricia Comings-Thibault
321.263.0132 x. 205
\$180,000
June 2008 to Present

Project Name **Talavera CDD**
Contact Information Lynn Hayes
813.994.1001
\$110,000
September 2015 to Present

YELLOWSTONE LANDSCAPE
BRADENTON BRANCH REFERENCES

Wellen Park (aka West Villages)

Since 2016, \$750K
Landscape Maintenance
Mike Smith
msmith@sdsinc.org
540-539-7592
19503 S. West Villages Parkway
North Venice, FL 32493

Forest Creek CDD

Since 2015, \$200K
Landscape Maintenance, Landscape Enhancement
Joe Dewitt
(941) 212-708
jdewittfccdd@gmail.com
11685 Old Florida Lane
Parrish, FL 34219

The Preserves at Panther Ridge

Since 2017, \$100K
Landscape Maintenance
Kelley Lyons
klyons@associagulfcoast.com
941-552-1598
5216 Paylor Lane
Sarasota, FL 34202

Garden Lakes

Since 2010, \$150K
Landscape Maintenance
Sally Cuthbertson
salcuthbertson@gmail.com
941-755-5833
5499 37 Street E
Bradenton, Florida 34203

**State College of Florida,
Manatee/Sarasota Campus**

Since 2020, \$230K
Landscape Maintenance

Chris Wellman, Director Facilities Management
wellmac@scf.edu
941-752-5443
5840 26th Street West
Bradenton, Florida 34207

Bayridge HOA

Since 2019, \$150K
Landscape Maintenance
Karl Bogolub
kbogolub@lelandmanagement.com
727-288-9989
1706 Cabbage Key Dr.
Ruskin, FL 33570

Sandpiper Key Condominiums

Since 2019, \$65K
Landscape Maintenance, Major Enhancements
Brenda Brucker
spkproperty@hotmail.com
941-475-3609
1401-1751 Beach Road
Englewood, FL 34223

Bay Street Condominiums

Since 2019, \$110K
Landscape Maintenance
Justin Patterson
jpatterson@PCMFLA.com
89 Navigation Circle
Osprey, FL 34229

Garden Lakes



LOCATION

Bradenton, Florida

CLIENT

Garden Lakes
Community Association

PROPERTY TYPE

Community Association

SERVICES PROVIDED

Landscape Design
Landscape Enhancement
Landscape Maintenance

Garden Lakes is a 55 and over gated community located in the Braden River corridor, 10 minutes from downtown Sarasota's cultural district.

The community features both single family homes and paired villas. Residents' association fees include complete landscaping services and access to the community's resort style amenities.

The community's most noticeable natural feature are the large, mature grandfather oaks that dot the

property. Between the homes, paved walking paths meander through the shaded garden areas of each neighborhood.

In 2010, the community selected Yellowstone Landscape as their landscape provider, and implemented a long term plan to steadily improve the property's turf quality and color. More than 5 years later, the property features lush, vibrant St. Augustine throughout.

FEATURED PROJECT

State College of Florida Bradenton Campus



YELLOWSTONE
LANDSCAPE



LOCATION
Bradenton, FL

CLIENT
State College of Florida

PROPERTY TYPE
Educational Campus

SERVICES PROVIDED
Landscape Design
Landscape Enhancement
Landscape Maintenance

The State College of Florida's Bradenton Campus is one of three campuses located in Southwest Florida. The college serves over 11,000 full time students and another 14,000 students each year taking professional development or community education courses. The Bradenton campus includes the college's athletic facilities, arts center, and serves as the central campus for college administration and admissions.

Yellowstone Landscape recently began a partnership with the college's facility management leaders, providing full service landscape maintenance and enhancement services for the campus.

"Our students, faculty, and staff certainly have noticed Yellowstone's presence on campus. Keep up the great work!"

-Chris Wellman
Director, Facilities Management

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Delaney, James

From: Wellman, Christopher <wellmac@scf.edu>
Sent: Tuesday, August 18, 2020 12:50 PM
To: Delaney, James
Cc: Fendrick, Paul; Baldwin, Kevin; Jakway, Julie
Subject: Yellowstone, Excellent Job

[CAUTION: THIS IS AN EXTERNAL EMAIL. CHECK THE SENDER'S EMAIL ADDRESS. DO NOT CLICK ON ANY LINKS OR ATTACHMENTS UNLESS YOU KNOW THIS IS LEGITIMATE]

Jim,

Please pass on to your crew our gratitude for the outstanding job they have done preparing the Bradenton campus for the start of the Fall semester. Our students, faculty and staff certainly have noticed Yellowstone's presence on campus. Keep up the great work!

Thanks,

Chris

Chris Wellman, *Building Official*
Director, Facilities Management
State College of Florida, Manatee-Sarasota
5840 26th Street West Bradenton, FL 34207
Office: 941-752-5443
wellmac@scf.edu



Wellen Park



LOCATION

Venice, Florida

CLIENT

West Villages Community
Development District

PROPERTY TYPE

Community Development District

SERVICES PROVIDED

Landscape Design
Landscape Enhancement
Landscape Maintenance

Wellen Park, formerly known as West Villages, is an exciting master planned development in Venice, Florida, just south of Bradenton-Sarasota. The community is rapidly taking shape as Southwest Florida's growth continues to move up the state's west coast.

While sparked by the announcement that the area would be the home of the Atlanta Braves' new spring training facility, Wellen Park currently has several neighborhoods and a town center is various stages of construction.

At the center of the community is the immaculate and heavily landscaped West Villages Parkway. The parkway spans over 5 miles and includes walking trails and colorful native plants, in addition to towering palms and meticulously pruned shrubs.

Yellowstone Landscape, in partnership with the community development district's management, are responsible for all aspects of the common areas' landscape maintenance and irrigation systems operations.

Personnel



YELLOWSTONE
LANDSCAPE

Our People. Your Partner.



At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 1800 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.

Local Leadership Team

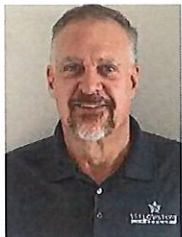


Your local **Sarasota/Bradenton** team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a brief summary of the experience that selected members of our local leadership team bring to your property.



Brian Santillana, Branch Manager: Brian has over 15 years in the Lawn and Landscape Maintenance Industry. He started his career as a foreman doing sod work with Tom's Sod in Ocala. After 2 years, Brian then started his own company in Ocala, called Signature Sod Service, which specialized in sod installation, landscape installation, and irrigation. Brian ran his company for over 10 years, before selling it and

moving to Sarasota. Here, Brian worked with BrightView as their Enhancement Manager for 3 years. Following BrightView, Brian spent a year with Designsapes as their Landscape and Construction manager, before joining the Yellowstone team in September of 2018. After just one year as an Account Manager with Yellowstone, he was promoted to Branch Manager in November 2019. Brian is a seasoned manager with an eye for design, and above-excellent standards for landscapes. 16+ 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 (20 Years), 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.

Local Leadership Team



Jose Vazquez, Account Manager: Jose has over 10 years' experience in the Landscape Maintenance Industry. Jose began his career at Clover Leaf Associates in Fort Myers. Over his 5 years, he worked as a Service Worker and as a Crew Leader. Prior to his landscaping start, Jose enjoyed 15 years in the Construction Industry in Bradenton. Jose joined Yellowstone as a foreman 5 years ago, and has worked his way up the ranks, to Superintendent, Assistant Account Manager, and currently, Account Manager. Jose's refined skills and hard work on all levels of leadership is unmatched. 10+ 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. 12+ Years' Experience.

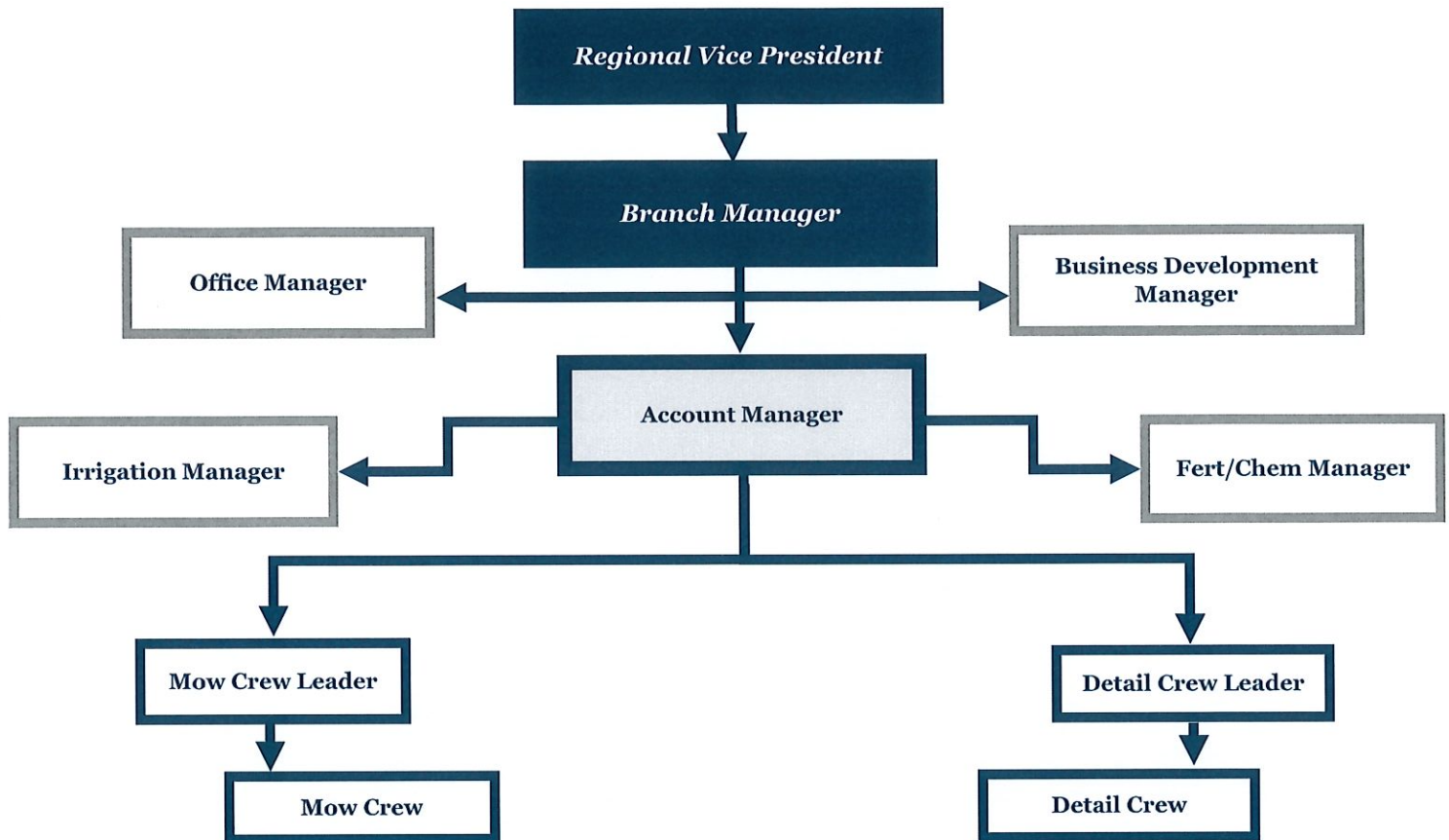


Patrick Barsness, Fertilizer/Chemical Superintendent: Patrick started his career in the lawn care/landscape industry more than 14 years ago. He hit the ground running by starting his own residential maintenance company. After 5 years on the maintenance side, Patrick moved to the fertilizer and chemical 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.

Personnel Overview



Organizing Our Service Teams



Branch Manager:

The Branch Manager is responsible for Yellowstone Landscape's landscape installation and management operations and personnel within the region. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Branch Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- Planning, Scheduling and Implementation of Operations
- All Landscape Management Practices
- All Landscape Construction Practices
- Client Relations and Service
- Quality Control
- Safety
- Training

Personnel Overview



Organizing Our Service Teams

Account Manager:

The Account Manager represents the direct link between Yellowstone Landscape and your Community. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the Branch Manager and works closely with technical support service managers (Fertilization & Chemical, Pesticide Application, Irrigation) in fulfillment of his regular duties.

Responsible for:

- Planning, Scheduling and Implementation of Landscape Operations Activities
- Client Relations and Service
- Budgeting and Cost Tracking
- Quality Control
- Safety
- Training
- Employee Evaluation and Development
- Sustainable Practices

Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the community with our commercial equipment. This includes mowing with mowers appropriate for the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager. Each Mow and Detail Crew will be led by a clearly identifiable, English-speaking leader.



Personnel Overview



Organizing Our Service Teams

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and Branch Manager.

State Licensed Pesticide Contractor:

This contractor will treat each of the grounds with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:

The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the community's need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.



Fertilization and Chemicals

Your Team

Fertilization and chemicals are often times fundamental to the health of a landscape. Yellowstone Landscape's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.

Fertilization

Our fertilization programs are customized for each property. After all, each property has its own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and sport fields, our knowledge is extensive, and we apply what we've learned on every property we service.

Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off.
- Nutrient Management—we provide nutrients based on the plant's need.
- Follow State, County and City Best Management
- Practices to prevent pollution of water sources



Xeriscaping

A great way to reduce your environmental footprint is through the practice of xeriscaping. Xeriscaping is the practice of landscape design with slow growing, drought tolerant plants. Designing landscapes that use less water, fertilizers and require less maintenance is a great way to reduce your environmental impact.



SARASOTA

6108 33rd St East, Bradenton, FL 34203

www.yellowstonelandscape.com

FERTILIZATION & PEST ACTION REPORT

Property Beall Residence

Date 4/9/2020

Technician 

Treatment	<input checked="" type="checkbox"/>
Service call	<input type="checkbox"/>

Temperature

ACTIONS					
	Fertilize	Insect	Disease	Weed	Other
Turf					
Shrubs	x				
Trees	x				
Palms	x				

Wind	
None	<input type="checkbox"/>
Mild	<input checked="" type="checkbox"/>
Strong	<input type="checkbox"/>

Weather Condition		
Rain	Overcast	Sunny
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Soil Conditions				
Dry	Moist	Wet	Saturated	Standing Water
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Anticipated Return June

Comments: Applied 8-0-10

Irrigation Experts

Your Team

A healthy landscape is often times dependent on the condition of the irrigation. Yellowstone Landscape understands this relationship and knows that short cuts taken on irrigation means long term problems in the landscape. Our team works on many aspects of irrigation systems:

Installation

Our team has had over 15 years of experience installing irrigation systems across the Southeast. From complex systems for large resorts to water-wise systems for commercial properties, our team has what it takes to install any irrigation system.

Maintenance

Our maintenance team is trained and licensed in maintaining irrigation systems. Our team also knows that if the irrigation isn't properly maintained, your investment could be compromised.

Our irrigation maintenance team performs monthly "wet-checks," replaces and repairs faulty systems (including head replacement, piping repairs, and clock maintenance), and assures proper water coverage for all landscape areas.

Improvements

Whether you have an old irrigation system or a new system that just doesn't seem to be working properly, you can trust Yellowstone Landscape to make the improvements. We'll analyze coverage, effectiveness and efficiency in order to provide a consistently healthy landscape.





Irrigation Inspection Report

PROPERTY / PROPIEDAD Anciet Oaks
 DATE / FECHA 01/28/20 PG OF

START TIME(S) / HORA(s) de INICIO	<u>12:30 AM</u>	<u>(S)</u>	<u>(M)</u>	<u>(T)</u>	<u>(W)</u>	<u>(T)</u>	<u>(F)</u>	<u>(S)</u>	
START TIME(S) / HORA(s) de INICIO		<u>B</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
START TIME(S) / HORA(s) de INICIO		<u>C</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>

WATER SOURCE / FUENTE AGUA Well
 CLOCK TYPE / TIPO RELOJ Hunt (ICC)
 CLOCK # / RELOJ # #1 (Front entrance)
 RAIN/FREEZE SWITCH / INTERRUPTOR LLUVIA

ZONE # / ZONA #	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>
TYPE (S,R,B,D) / TIPO (S,R,B,D)	<u>d</u>	<u>R</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>d</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>S</u>	<u>R</u>
RUN TIME / TIEMPO de EJECUCION	<u>00</u>	<u>30</u>	<u>30</u>	<u>20</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>15</u>	<u>30</u>	<u>20</u>	<u>30</u>	<u>00</u>	<u>30</u>
PROGRAM / PROGRAMA	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>

S = spray heads R = rotor heads B = bubblers D = drip, netafim or micro sprays
 S = cabezas rociadoras R = cabezas de rotor B = burbujeadores D = goteo, netafim o micro aerosoles

ADJUSTMENTS / AJUSTES	<u> </u>	<u> </u>														
STRAIGHTENED / ENDEREZADO																
GOOD / BUENO																

Note: Above items are part of irrigation wet check Nota: Los elementos anteriores son parte del control de riego en húmedo

BROKEN PIPE / TUBERIA ROTA																
BROKEN HEADS / CABEZAS ROTA	<u> </u>			<u> </u>	<u> </u>			<u> </u>								
BROKEN NOZZLES / BOQUILLAS ROTAS																
SEVERELY CLOGGED / GRAVEMENTE OBSTRUIDO				<u>1</u>				<u>1</u>								
INCORRECT NOZZLES / BOQUILLAS INCORRECTAS								<u>1</u>								
RAISE HEADS / LEVANTAR CABEZAS																
NON TURNING ROTORS / ROTORES SIN GIRO																
BAD DECODER / MAL DECODIFICADOR																
VALVE FAILURE / FALLA de VALVULA																
BAD SOLENOID / SOLENOIDE MALO																

Note: Circled Items are completed Nota: Los elementos dentro de un círculo están completos

Comments / Comentarios: _____

DATE COMPLETED / FECHA COMPLETADA 01/28/20 TECHNICIAN / TECNICO [Signature]

Licenses & Certifications



YELLOWSTONE
LANDSCAPE



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)
11/8/2021

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Starr Indemnity & Liability Company			38318
INSURER B : Great American Insurance Company			16691
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES MAIN CERTIFICATE NUMBER: 18002771 REVISION NUMBER: XXXXXXXX

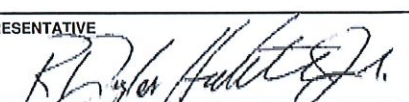
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	1000100115211	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1000639302211	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	TUU 2545544 03	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100 0004098 (TX) 100 0004099 (FL) 100 0004100 (AZ, NC) 100 0004101 (GA,NM,NV,SC)	4/1/2021 4/1/2021 4/1/2021 4/1/2021	4/1/2022 4/1/2022 4/1/2022 4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION See Attachments

18002771 District Manager c/o JP Ward & Associates LLC 2301 Northeast 37th Street Ft. Lauderdale, FL 33308	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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30 Days Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement. Coverage is on a primary and non-contributory basis as required by written contract.

List of Named Insured's:

Yellowstone Holdings, LLC

Yellowstone Intermediate Holdings Inc

YLG Holdings, Inc

Yellowstone Landscape Inc

Ecoscape Solutions Group LLC

YLCSW, LLC

Heads Up Landscape Contractors, LLC

Yellowstone Landscape – Southeast, LLC

Texas Services, LLC

BLSW LLC

Yellowstone Landscape - Central, Inc

ALSW, LLC

ELSW, LLC

Leaderscape Palm Beach, LLC

SLM Holdings, LLC

Somerset Landscape LLC

Park Landscape LLC

Greener Pastures Landscaping LLC

Native Land Design, LLC

LUSA Austin, LLC

Florida Landscape Consultants, LLC

Harvest Partners VIII, L.P.

Elk Parent Holdings

Elk Intermediate Company I, Inc.

Elk Intermediate Company II, Inc.

Elk Buyer, Inc.

Southeast Landscape Management Company, LLC

Crawford Landscaping Group, LLC

Policy Forms:

General Liability

1. CG2010 0413 Additional Insured- Owners, Lessees or Contractors- Ongoing Operations
2. CG2037 0413 Additional Insured- Owners, Lessees or Contractors- Completed Operations
3. CG2028 0413 Additional Insured- Lessors of Leased Equipment
4. CG2007 0413 Additional Insured- Engineers, Architects or Surveyors
5. CG2404 1093 Waiver of Subrogation
6. CG2010 0413 Primary and Non-contributory Coverage
7. CG0224 1093 Earlier Notice of Cancellation Provided By US

Auto

1. SICA1016 0414 Additional Insured- Where Required by Written Contract
2. CA0444 1013 Waiver of Subrogation
3. CA0449 1116 Primary and Noncontributory Coverage
4. SIIL-102 1014 Notice of Cancellation for Third Parties (30 Days)

Workers Compensation

1. WC000313 Waiver of Subrogation
2. WC990618 30 Day Notice of Cancellation

Umbrella

1. GAI 6002 0697 Protector Umbrella Coverage Form Commercial Umbrella Coverage Form – (Additional Insured, Waiver of Subrogation, Covers Over the General Liability, Auto Liability, & Employers Liability)

PROPERTY:

Leased/Rented Equipment

Policy Number: ITA100065001220

EFFECTIVE DATES: 4/30/2020 – 4/30/2021

CARRIER: Starr Indemnity and Liability 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



**District Manager
2301 Northeast 37th Street
Ft. Lauderdale, , FL 33308**

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the method listed below, referencing Certificate ID **18002771**.

Email: SE-EDelivery@lockton.com

- - Please include the above Certificate ID number and "Email Address for E-Deliver" in the subject line.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using the method above.

The above inbox is for automating electronic deliver of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
3280 Peachtree Road NE, Ste. 250
Atlanta, GA 30305

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yellowstone Landscape - Southeast, LLC</p> <p>2 Business name/disregarded entity name, if different from above dba Yellowstone Landscape</p> <p>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.</p> <p><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</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> C </u></p> <p><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></p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 3235 N. State Street, PO Box 849</p> <p>6 City, state, and ZIP code Bunnell, FL 32110</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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 ▶ <u> 1/14/19 </u>
------------------	----------------------------	---------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-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.



State of



Florida

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

CERTIFIED PEST CONTROL OPERATOR

Number: JF124606

KEVIN PAUL OLIVA

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 April 7, 2004

Charles H. Bronson

Chief Bureau of Entomology and Pest Control



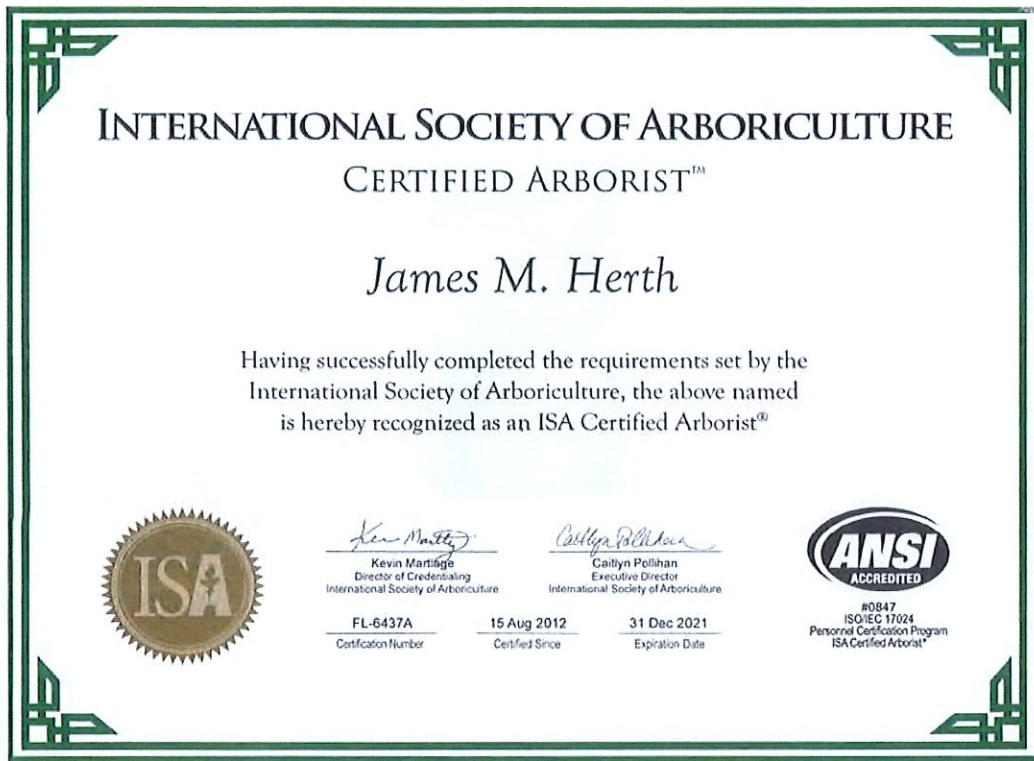
Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Licenses & Certifications



YELLOWSTONE
LANDSCAPE





*Certificate
of
Training*

is provided to

Scott Crow

for the successful completion of

Hazardous Materials Operations/OSHA Level II

*In accordance with training standards established by
the U.S. Occupational Safety and Health Administration
(OSHA) 29 CFR 1910.120(q)*

April 27, 2018



Chris Pappas, Instructor

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

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST®

William B Simpson

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



Luana Vargas
Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Callyn Polihan
Callyn Polihan
Executive Director
International Society of Arboriculture



SO-2546A 16 Dec 2001 31 Dec 2022
Certification Number Certified Since Expiration Date

#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®



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 Strousson
Robert Strousson, FNGLA President

Merry Mott
Merry Mott, FNGLA Certification Director

FLORIDA
GV400677-1
Certificate #
GV400677
Trainee ID #

**Certificate of Training
Best Management Practices
Florida Green Industries**



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.

D. Rainey
D. Rainey
Instructor

1/3/2017
Date of Class

Theresa...
Theresa...
DEP Program Administrator

Not valid without seal



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

August 7, 2020

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
PO BOX 849
BUNNELL, FL 32110-0849

SUBJECT: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD1318."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on July 1, 2021.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1318**
Issue Date: August 7, 2020
Expiration Date: July 1, 2021

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
3235 N STATE ST
BUNNELL, FL 32110-4364

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

Certificate of Completion

BRIAN SANTILLANA

Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.

05/07/2024

134

Ronald C. Appel

62101

Date Expires

FDOT Provider #

Instructor

Certificate #



A&SW Consultants, Inc.
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

December 1, 2021

*Via Certified United States Mail
and E-Mail*

Skye Ranch Master Association, Inc.
551 North Cattlemen Road, Suite 200
Sarasota, Florida 34232

RE: LT Ranch Community Development District Maintenance Services Agreement

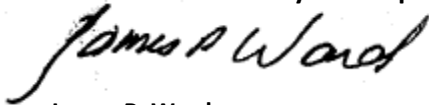
Dear Skye Ranch Master Association, Inc.:

I am writing at the request of the Board of Supervisors of the LT Ranch Community Development District (the "District"). Pursuant to the Section 13 of the enclosed Maintenance Services Agreement, between the District and Skye Ranch Master Association, Inc. (the "Association") dated June 2, 2021, the District may terminate the Agreement upon written notice. This letter shall serve as formal notice of termination. The District further requests the Association waive the termination notice requirement and terminate the Maintenance Services Agreement effective immediately.

Thank you for your cooperation in this regard. If you have any questions, please contact the office of the District Manager at (954) 658-4900.

Very truly yours,

LT Ranch Community Development District



James P. Ward
District Manager

Enclosure: [1]

cc: Jere Earlywine, District Counsel.

**AGREEMENT BETWEEN THE
LT RANCH COMMUNITY DEVELOPMENT DISTRICT
AND SKYE RANCH MASTER ASSOCIATION, INC.,
FOR CERTAIN MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of June, 2021, by and between:

LT Ranch Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Sarasota County, Florida, and with offices at 2301 Northeast 37 Street, Fort Lauderdale, Florida 33308 (“**District**”), and

Skye Ranch Master Association, Inc., a Florida not-for-profit corporation, whose address is 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232 (“**Association**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Sarasota County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater ponds, roadway improvements, and other improvements; and

WHEREAS, the District desires to retain an independent contractor to operate, maintain and repair the improvements and otherwise provide the services (“**Services**”) set forth in **Exhibit A** attached hereto, across the lands (“**Property**”) identified in **Exhibit A**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Services, regardless whether such Services are conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full time on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Services; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES.

- A. **Services.** Association shall be responsible for providing, or causing to be provided, the Services in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Services. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is

not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Services.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Services. The District's representative 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 Services. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District representative no less than one time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2022. This Agreement shall automatically renew for additional one (1) year periods unless and until terminated pursuant to its terms.

SECTION 5. INSURANCE. The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Association and the District, and their respective staff, consultants, agents and supervisors, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written

notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Association 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 Association 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.

In the event that the Association does not directly provide the insurance required by this section by obtaining a policy in the Association's name but instead causes another entity ("**Third Party Insurer**") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this section; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Agreement; and that the Third Party Insurer, as a contractor, shall indemnify the District pursuant to Section 6. The Association shall provide proof of insurance upon request by the District.

SECTION 6. INDEMNIFICATION.

- A.** Association agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives 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 Services to be performed by Association, 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 Association 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 Association as jointly liable parties; however, Association shall indemnify the District for any and all percentage of fault attributable to Association for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B.** 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. 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.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 9. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 10. 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, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. 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.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party 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 party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party 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.

SECTION 12. 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.

SECTION 13. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.

- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- D. Regardless of which party terminates this agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Services hereunder including warranty documentation.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

SECTION 15. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, 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 Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 17. 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.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 20. 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 Association.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, as follows:

A. If to the District: LT Ranch Community Development District
2301 Northeast 37 Street
Fort Lauderdale, Florida 33308
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Association: Skye Ranch Master Association, Inc.
551 North Cattlemen Road, Suite 200
Sarasota, Florida 34232
Attn: Property Manager

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 Association may deliver Notice on behalf of the District and the Association, respectively. 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.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 Association 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 Association and their respective representatives, successors and assigns.

SECTION 24. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Sarasota County, Florida.

SECTION 25. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

SECTION 26. E-VERIFY. The Association shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Association shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Association has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 27. 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.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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.

SECTION 29. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

LT RANCH COMMUNITY DEVELOPMENT DISTRICT

J.P. Sand
Secretary/Assistant Secretary

[Signature]
Chairman, Board of Supervisors

SKYE RANCH MASTER ASSOCIATION, INC.

[Signature]
(Signature of Witness)

By: *[Signature]*
Its: President

JAMES P. WARD
(Print Name of Witness)

EXHIBIT A: Scope of Services and 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:
- 2) **Sod Square Footage – 630,000/ Plant Bed Square Footage – 370,000**

March 15 – NOVEMBER 1 – Once a week

NOVEMBER 1 – March 14 – Once every two weeks

This schedule estimates that there will be between 40 – 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, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. And the 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 be used in a counter clock direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. 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. Weekend work is permitted when necessary upon prior approval.

3) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be

performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (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. 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.

1) 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. The initial 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 Skye 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 OR LAKE BANKS) 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) 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. 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.**

6) 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 St. Johns 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 St. Johns 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
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 + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

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

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should 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 of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the

leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

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

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

CONTRACTOR shall provide the DISTRICT with 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, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

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

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

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

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

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

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. 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 "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. 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.

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. 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

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 execution of the Agreement, 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 Sarasota County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District

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

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

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 Grade "A" 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.

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 585 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 select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will 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. (Jan., April, July, and Oct.)

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. 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.



Memorandum

Date: November 1, 2021
To: James P. Ward- District Manager
Through: Bruce Bernard – Field Manager
From: Richard Freeman – Inspector
Subject: L.T. Ranch CDD – October 1, 2021, Report
CGA Project # 20-4050

Lake Maintenance

Compliance monitoring occurred on October 25, 2021, for the wetlands and lake littoral shelves in 4A North area as these areas are to be turned over in the next upcoming months to the CDD. A representative with Taylor Morrison was present during the walk thru. The overall appearance of these areas with regards to the maintenance appears acceptable.

As the wet season has come to an end, lake water levels are somewhat receding and some algae is has appeared; however, the vendor (Ecologic) has been actively addressing these issues on a weekly basis. Additionally, construction dewatering has also contributed to a drop in lake levels especially near the front of Skye Ranch. The water level in certain wetlands are also lowered and we will likely see some browning of plant material going into the winter dry season which is natural and is expected.

Landscape

A mandatory Prebid meeting took place for the landscape maintenance contract on October 21, 2021. A total of eight (8)

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vendors attended. Final questions are due by October 28, 2021, with an addendum to follow. Bids are then due on November 15, 2021. The award will identify an anticipated start date of January 2022. In addition to the meeting, the overall landscape is in a healthy condition; Sunnygrove (vendor) is adjusting the positioning of the irrigation system heads in certain areas where some brown spots have been identified.



Memorandum

Date: December 1, 2021
To: James P. Ward- District Manager
Through: Bruce Bernard – Field Manager
From: Richard Freeman – Inspector
Subject: L. T. Ranch CDD – November 1, 2021, Report
CGA Project # 20-4050

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Lake Maintenance

The entrance of Skye Ranch at Clark Road presently under construction in preparation of a new round-a-bout at this location. The turf and irrigation within the roadway right-of-way have been compromised due to the roadway work. With the rainy season in the past, water levels are receding a bit and some algae is forming along the waters edge of some lakes. Eco-logic was made aware of this situation and are working to control the algae. Construction dewatering in Neighborhood 4 North is still taking place. Wetlands are drying out and there will likely be some browning of plant material with the winter dry season. Browning within the littoral shelf plants will also occur but this is natural and expected.

Landscape

Sunnygrove Landscaping mowed and hard edged on Lorraine Blvd. and Autumn Breeze, November 4th, 18th, and 29th. The



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groundcover beds were weeded on the 12th and 22nd of November and irrigation wet checks were performed November 4th and 16th. Trimming of hedge materials was performed on November 4th and 29th. Final Fertilization for the year took place November 18th. All bids for the landscape maintenance were received November 15th and are currently being reviewed by Waldrop Engineering.

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MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
(last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: September 7, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	
Name of stormwater utility, if applicable:	
Contact Person	
Name:	
Position/Title:	
Email Address:	
Phone Number:	

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR’s website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction’s response unless the project’s expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction’s budget. While necessary to comply with the statute, the concept of “future expenditures” should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

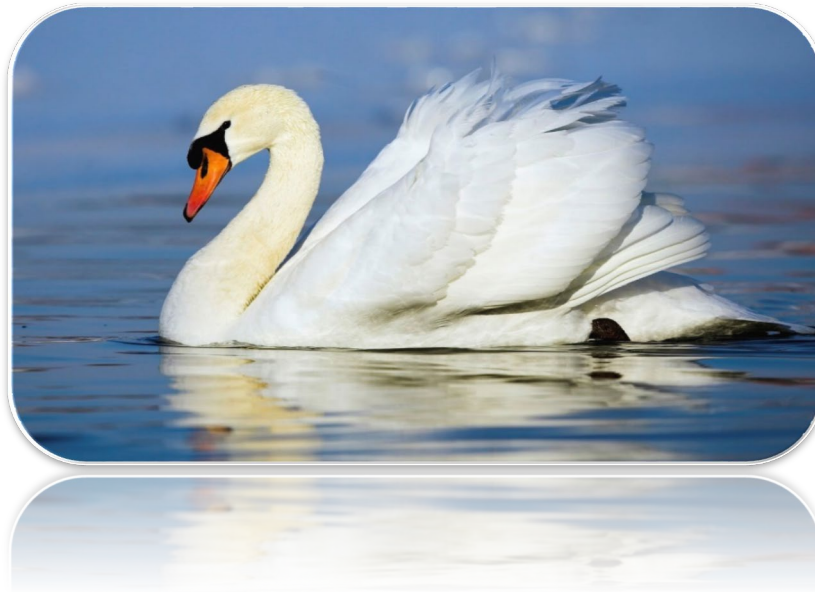
[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - AUGUST 2021

FISCAL YEAR 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

LT Ranch Community Development District

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<i>Capital Projects Fund</i>	<i>6</i>

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**LT Ranch Community Development District
Balance Sheet
for the Period Ending August 31, 2021**

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Assets					
Cash and Investments					
General Fund - Invested Cash	\$ 148,622	\$ -	\$ -	\$ -	\$ 148,622
Debt Service Fund					
Interest Account		0			\$ 0
Sinking Account		-			\$ -
Reserve Account		476,850			\$ 476,850
Revenue Account		348,465			\$ 348,465
Capitalized Interest		-			\$ -
Prepayment Account					\$ -
Construction Account			374		\$ 374
Cost of Issuance Account					\$ -
Due from Other Funds					
General Fund	-	4,991	-	-	4,991
Debt Service Fund(s)	-	-	-	-	-
Accounts Receivable	-	-	-	-	-
Assessments Receivable	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	830,305	830,305
Amount to be Provided by Debt Service Funds	-	-	-	15,589,695	15,589,695
Total Assets	\$ 148,622	\$ 830,305	\$ 374	\$ 16,420,000	\$ 17,399,301

**LT Ranch Community Development District
Balance Sheet
for the Period Ending August 31, 2021**

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Liabilities					
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Developer			\$ 307,756		\$ 307,756
Due to Other Funds	-				-
General Fund	-	-	-	-	-
Debt Service Fund(s)	4,991	-	-	-	4,991
Bonds Payable					
Current Portion				\$0	\$ -
Long Term					
Series 2019				\$16,420,000	16,420,000
Total Liabilities	\$ 4,991	\$ -	\$ 307,756	\$ 16,420,000	\$ 16,732,747
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	-	-
Fund Balance					
Restricted					
Beginning: October 1, 2020 (Audited)	-	797,645	703,572	-	1,501,217
Results from Current Operations	-	32,660	(1,010,954)	-	(978,293)
Unassigned					
Beginning: October 1, 2020 (Audited)	23,314	-	-	-	23,314
Results from Current Operations	120,317	-	-	-	120,317
Total Fund Equity and Other Credits	\$ 143,631	\$ 830,305	\$ (307,382)	\$ -	\$ 666,554
Total Liabilities, Fund Equity and Other Credits	\$ 148,622	\$ 830,305	\$ 374	\$ 16,420,000	\$ 17,399,301

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest														
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	2,320	5,703	3,581	437,256	1,316	559	-	-	24	2,286	453,046	437,215	104%
Special Assessments - Off-Roll	-	30,000	-	-	-	-	-	-	-	-	-	30,000	-	N/A
Developer Contribution														
Developer Contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In														
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ 32,320	\$ 5,703	\$ 3,581	\$ 437,256	\$ 1,316	\$ 559	\$ -	\$ -	\$ 24	\$ 2,286	\$ 483,046	\$ 437,215	N/A
Expenditures and Other Uses														
Executive														
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	36,667	40,000	92%
Financial and Administrative														
Audit Services	-	-	-	-	-	2,000	2,000	-	-	-	-	4,000	4,500	89%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	14,667	16,000	92%
Assessment Roll Services	833	1,833	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	14,667	8,000	183%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	-	500	0%
Other Contractual Services														
Legal Advertising	-	-	1,020	-	-	-	-	-	3,656	-	-	4,676	2,000	234%
Trustee Services	-	-	-	-	5,214	-	-	-	-	-	-	5,214	6,695	78%
Dissemination Agent Services	-	-	-	-	-	-	1,000	-	-	-	-	1,000	5,000	20%
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	24	23	25	22	21	10	-	-	-	-	5	129	250	52%
Communications & Freight Services														
Postage, Freight & Messenger	-	-	40	40	-	-	77	75	187	30	-	449	750	60%
Computer Services - Website Development														
Computer Services - Website Development	50	-	-	50	-	-	-	-	-	-	-	100	2,000	5%
Insurance														
Insurance	5,251	-	-	-	-	-	-	-	-	-	-	5,251	6,000	88%
Printing & Binding														
Printing & Binding	-	-	158	184	-	-	162	227	-	-	-	731	1,500	49%
Subscription & Memberships														
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services														
Legal - General Counsel	-	-	929	193	151	-	207	-	1,348	1,390	2,369	6,586	15,000	44%
Legal - Series 2019 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services														
Engineering/ Asset Mgmt Services	-	-	-	2,917	-	10,165	2,917	2,917	8,197	2,917	2,000	32,028	35,000	92%
NPDES	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services														
Wetland Lake Maintenance														
Wetland Preservation Maintenance	-	-	-	-	-	1,125	1,125	6,405	1,125	-	1,125	10,905.00	39,000	28%
Lake Maintenance	-	-	-	-	-	7,980	-	1,125	-	-	-	9,105.00	20,000	46%
Path Mowing/Path Shell	-	-	-	-	-	-	-	-	-	-	-	-	14,000	0%
Preserve Maintenance	-	-	-	-	-	9,450	-	925	9,450	-	-	19,825.00	-	N/A
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Parks and Recreation														
Amenities Maintenance														
Snack Shack/Maintenance Building	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Playground/Dog Park/Shelter Maint.	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Outdoor Sport Courts Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Electric (Irrigation, Snack/Maint Bldg)	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
Water/Sewer Park	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
Landscaping Services														
Professional Services														
Grounds Contract	-	-	-	-	-	98,460	5,258	34,705	54,820	450	1,375	195,067.00	161,352	121%
Grounds - Sod/Seed/Plant/Shrub	-	-	-	-	-	-	688	-	800	-	-	1,487.50	5,000	0%
Grounds - Mulch	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Replanting Materials/Supplies	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
Grounds - Community Park Mow	-	-	-	-	-	-	-	-	-	-	-	-	24,000	0%
Irrigation Maintenance & Repair	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Contingencies (5% of Field Operations)	-	-	-	-	-	-	-	-	-	-	-	-	13,993	0%
Reserves														
Operational Reserve (Future Years)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Discounts/Collection Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub-Total:	11,000	6,523	8,172	9,405	11,386	18,175	19,432	52,378	85,581	10,787	12,874	362,728	437,215	83%
Total Expenditures and Other Uses:	\$ 11,000	\$ 6,523	\$ 8,172	\$ 9,405	\$ 11,386	\$ 18,175	\$ 19,432	\$ 52,378	\$ 85,581	\$ 10,787	\$ 12,874	\$ 362,728	\$ 437,215	83%
Net Increase/ (Decrease) in Fund Balance	(11,000)	25,797	(2,469)	(5,824)	425,870	(16,859)	(18,873)	(52,378)	(85,581)	(10,762)	(10,588)	120,317	-	
Fund Balance - Beginning	23,314	12,314	38,110	35,641	29,817	455,687	438,828	419,955	367,577	281,996	271,234	23,314	-	
Fund Balance - Ending	\$ 12,314	\$ 38,110	\$ 35,641	\$ 29,817	\$ 455,687	\$ 438,828	\$ 419,955	\$ 367,577	\$ 281,996	\$ 271,234	\$ 260,646	\$ 143,631	\$ -	

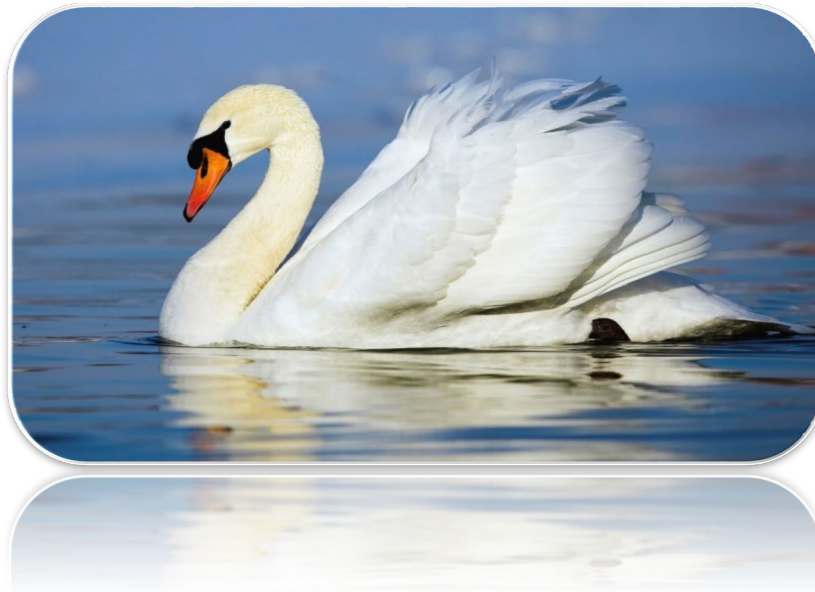
LT Ranch Community Development District
Debt Service Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	0	0	-	-	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	0	0	-	-	0	-	N/A
Reserve Account	2	2	2	2	2	2	2	2	2	2	2	22	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	\$ 0	\$ 0	\$ 0	2	4	1	1	1	10	-	N/A
Capitalized Interest Account	1	1	-	-	-	-	-	-	-	-	-	3	-	N/A
Special Assessments - Prepayments														
Special Assessments - On Roll	-	5,064	12,448	\$ 7,817	\$ 954,392	\$ 2,872	1,221	-	-	53	4,991	988,857	954,397	N/A
Special Assessments - Off Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds														
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3	\$ 5,067	\$ 12,450	\$ 7,819	\$ 954,394	\$ 2,874	\$ 1,224	\$ 6	\$ 4	\$ 57	\$ 4,994	\$ 988,892	\$ 954,397	N/A
Expenditures and Other Uses														
Debt Service														
Principal Debt Service - Mandatory														
Series 2019	-	-	-	-	-	-	-	315,000	-	-	-	315,000	315,000	N/A
Principal Debt Service - Early Redemptions														
Series 2019	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2019	-	320,430	-	-	-	-	-	320,430	-	-	-	640,860	640,860	N/A
Operating Transfers Out (To Other Funds)														
	-	372	-	-	-	-	-	-	-	-	-	372	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 320,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 956,232	\$ 955,860	N/A
								\$ 635,430						
Net Increase/ (Decrease) in Fund Balance	3	(315,735)	12,450	7,819	954,394	2,874	1,224		4	57	4,994	32,660	(1,463)	
Fund Balance - Beginning	797,645	797,649	797,645	810,096	817,914	1,772,309	1,775,182	(635,424)	1,140,982	1,140,986	1,141,043	797,645	-	
Fund Balance - Ending	\$ 797,649	\$ 481,914	\$ 810,096	\$ 817,914	\$ 1,772,309	\$ 1,775,182	\$ 1,776,406	1,776,406	\$ 1,140,986	\$ 1,141,043	\$ 1,146,037	\$ 830,305	\$ (1,463)	

LT Ranch Community Development District
 Capital Projects Fund - Series 2019
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Interest Income														
Construction Account	3	2	-	-	-	-	-	-	-	-	-	5	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Debt Proceeds														
Developer Contributions	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	372	-	-	-	-	-	-	-	-	-	372	\$ -	N/A
Total Revenue and Other Sources:	\$ 3	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 377	\$ -	N/A
Expenditures and Other Uses														
Executive														
Professional Management	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Contractual Services														
Trustee Services	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Printing & Binding														
Printing & Binding	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Capital Outlay														
Water-Sewer Combination	\$ 819,454	\$ -	-	-	-	-	-	-	-	-	-	819,454	-	N/A
Stormwater Management	\$ 191,876	\$ -	-	-	-	-	-	-	-	-	-	191,876	-	N/A
Landscaping	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Roadway Improvement	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Cost of Issuance														
Legal - Series 2019 Bonds	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Underwriter's Discount														
Underwriter's Discount	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)														
Operating Transfers Out (To Other Funds)	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ 1,011,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,011,330	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ (1,011,327)	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,010,954)	\$ -	
Fund Balance - Beginning	\$ 703,572	\$ (307,756)	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ -	
Fund Balance - Ending	\$ (307,756)	\$ (307,382)	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ (307,382)	\$ -	

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - SEPTEMBER 2021

FISCAL YEAR 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

LT Ranch Community Development District

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JPWard & Associates LLC

2301 Northeast 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

**LT Ranch Community Development District
Balance Sheet
for the Period Ending September 30, 2021**

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Assets					
Cash and Investments					
General Fund - Invested Cash	\$ 88,885	\$ -	\$ -	\$ -	\$ 88,885
Debt Service Fund					
Interest Account		0			\$ 0
Sinking Account		-			\$ -
Reserve Account		476,850			\$ 476,850
Revenue Account		353,459			\$ 353,459
Capitalized Interest		-			\$ -
Prepayment Account					\$ -
Construction Account			374		\$ 374
Cost of Issuance Account					\$ -
Due from Other Funds					
General Fund	-		-	-	-
Debt Service Fund(s)	-	-	-	-	-
Accounts Receivable	-	-	-	-	-
Assessments Receivable	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	830,309	830,309
Amount to be Provided by Debt Service Funds	-	-	-	15,589,691	15,589,691
Total Assets	\$ 88,885	\$ 830,309	\$ 374	\$ 16,420,000	\$ 17,339,568

LT Ranch Community Development District
Balance Sheet
for the Period Ending September 30, 2021

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Liabilities					
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Developer	\$ (23,314)		\$ 307,756		\$ 284,442
Due to Other Funds	-				-
General Fund	-	-	-	-	-
Debt Service Fund(s)		-	-	-	-
Bonds Payable					
Current Portion				\$0	\$ -
Long Term					
Series 2019				\$16,420,000	16,420,000
Total Liabilities	\$ (23,314)	\$ -	\$ 307,756	\$ 16,420,000	\$ 16,704,442
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	-	-
Fund Balance					
Restricted					
Beginning: October 1, 2020 (Audited)	-	797,645	703,572	-	1,501,217
Results from Current Operations	-	32,664	(1,010,954)	-	(978,290)
Unassigned					
Beginning: October 1, 2020 (Audited)	23,314	-	-	-	23,314
Results from Current Operations	88,885	-	-	-	88,885
Total Fund Equity and Other Credits	\$ 112,199	\$ 830,309	\$ (307,382)	\$ -	\$ 635,125
Total Liabilities, Fund Equity and Other Credits	\$ 88,885	\$ 830,309	\$ 374	\$ 16,420,000	\$ 17,339,568

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest															
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	-	2,320	5,703	3,581	437,256	1,316	559	-	-	24	2,286	-	453,046	437,215	104%
Special Assessments - Off-Roll	-	30,000	-	-	-	-	-	-	-	-	-	-	30,000	-	N/A
Developer Contribution															
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ 32,320	\$ 5,703	\$ 3,581	\$ 437,256	\$ 1,316	\$ 559	\$ -	\$ -	\$ 24	\$ 2,286	\$ -	\$ 483,046	\$ 437,215	N/A
Expenditures and Other Uses															
Executive															
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000	40,000	100%
Financial and Administrative															
Audit Services	-	-	-	-	-	2,000	2,000	-	-	-	-	-	4,000	4,500	89%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000	16,000	100%
Assessment Roll Services	833	1,833	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000	8,000	200%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	500	500	500	100%
Other Contractual Services															
Legal Advertising	-	-	1,020	-	-	-	-	-	3,656	-	-	-	4,676	2,000	234%
Trustee Services	-	-	-	-	5,214	-	-	-	-	-	-	-	5,214	6,695	78%
Dissemination Agent Services	-	-	-	-	-	-	1,000	-	-	-	-	-	1,000	5,000	20%
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Bank Service Fees	24	23	25	22	21	10	-	-	-	-	5	33	162	250	65%
Communications & Freight Services															
Postage, Freight & Messenger	-	-	40	40	-	-	77	75	187	30	-	-	449	750	60%
Computer Services - Website Development															
Insurance	5,251	-	-	-	-	-	-	-	-	-	-	-	5,251	6,000	88%
Printing & Binding															
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services															
Legal - General Counsel	-	-	929	193	151	-	207	-	1,348	1,390	2,369	252	6,838	15,000	46%
Legal - Series 2019 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services															
Engineering/ Asset Mgmt Services	-	-	-	2,917	-	10,165	2,917	2,917	8,197	2,917	2,000	7,218	39,246	35,000	112%
NPDES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Stormwater Management Services															
Wetland Lake Maintenance															
Wetland Preservation Maintenance	-	-	-	-	-	1,125	1,125	6,405	1,125	-	1,125	6,405	17,310.00	39,000	44%
Lake Maintenance	-	-	-	-	-	7,980	-	1,125	-	-	-	1,125	10,230.00	20,000	51%
Path Mowing/Path Shell	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	0%
Preserve Maintenance	-	-	-	-	-	9,450	-	925	9,450	-	-	9,450	29,275.00	-	N/A
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Parks and Recreation															
Amenities Maintenance															
Snack Shack/Maintenance Building	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Playground/Dog Park/Shelter Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Outdoor Sport Courts Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Electric (Irrigation, Snack/Maint Bldg)	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
Water/Sewer Park	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
Landscaping Services															
Professional Services															
Grounds Contract	-	-	-	-	-	98,460	5,258	34,705	54,820	450	1,375	450	195,517.00	161,352	121%
Grounds - Sod/Seed/Plant/Shrub	-	-	-	-	-	-	688	-	800	-	-	-	1,487.50	5,000	0%
Grounds - Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Replanting Materials/Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
Grounds - Community Park Mow	-	-	-	-	-	-	-	-	-	-	-	-	-	24,000	0%
Irrigation Maintenance & Repair	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Contingencies (5% of Field Operations)	-	-	-	-	-	-	-	-	-	-	-	-	-	13,993	0%
Reserves															
Operational Reserve (Future Years)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Discounts/Collection Fees															
Sub-Total:	11,000	6,523	8,172	9,405	11,386	135,190	19,432	52,378	85,581	10,787	12,874	31,432	394,161	437,215	90%
Total Expenditures and Other Uses:	\$ 11,000	\$ 6,523	\$ 8,172	\$ 9,405	\$ 11,386	\$ 135,190	\$ 19,432	\$ 52,378	\$ 85,581	\$ 10,787	\$ 12,874	\$ 31,432	\$ 394,161	\$ 437,215	90%
Net Increase/ (Decrease) in Fund Balance	(11,000)	25,797	(2,469)	(5,824)	425,870	(133,874)	(18,873)	(52,378)	(85,581)	(10,762)	(10,588)	(31,432)	88,885	-	
Fund Balance - Beginning	23,314	12,314	38,110	35,641	29,817	455,687	321,813	302,940	250,562	164,981	154,219	143,631	23,314	-	
Fund Balance - Ending	\$ 12,314	\$ 38,110	\$ 35,641	\$ 29,817	\$ 455,687	\$ 321,813	\$ 302,940	\$ 250,562	\$ 164,981	\$ 154,219	\$ 143,631	\$ 112,199	\$ 112,199	\$ -	

LT Ranch Community Development District
Debt Service Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	0	0	-	-	-	0	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	0	0	-	-	-	0	-	N/A
Reserve Account	2	2	2	2	2	2	2	2	2	2	2	2	24	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	\$ -	\$ 0	\$ 0	\$ 0	2	4	1	1	1	1	12	-	N/A
Capitalized Interest Account	1	1	-	-	-	-	-	-	-	-	-	-	3	-	N/A
Special Assessments - Prepayments															
Special Assessments - On Roll	-	5,064	12,448	\$ 7,817	\$ 954,392	\$ 2,872	1,221	-	-	53	4,991	-	988,857	954,397	N/A
Special Assessments - Off Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds															
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3	\$ 5,067	\$ 12,450	\$ 7,819	\$ 954,394	\$ 2,874	\$ 1,224	\$ 6	\$ 4	\$ 57	\$ 4,994	\$ 4	\$ 988,896	\$ 954,397	N/A
Expenditures and Other Uses															
Debt Service															
Principal Debt Service - Mandatory															
Series 2019	-	-	-	-	-	-	-	315,000	-	-	-	-	315,000	315,000	N/A
Principal Debt Service - Early Redemptions															
Series 2019	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense															
Series 2019	-	320,430	-	-	-	-	-	320,430	-	-	-	-	640,860	640,860	N/A
Operating Transfers Out (To Other Funds)															
	-	372	-	-	-	-	-	-	-	-	-	-	372	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 320,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 956,232	\$ 955,860	N/A
Net Increase/ (Decrease) in Fund Balance	3	(315,735)	12,450	7,819	954,394	2,874	1,224	<u>\$ 635,430</u>	4	57	4,994	4	32,664	(1,463)	
Fund Balance - Beginning	797,645	797,649	797,645	810,096	817,914	1,772,309	1,775,182	(635,424)	1,140,982	1,140,986	1,141,043	1,146,037	797,645	-	
Fund Balance - Ending	\$ 797,649	\$ 481,914	\$ 810,096	\$ 817,914	\$ 1,772,309	\$ 1,775,182	\$ 1,776,406	1,776,406	\$ 1,140,986	\$ 1,141,043	\$ 1,146,037	\$ 1,146,040	\$ 830,309	\$ (1,463)	

LT Ranch Community Development District
 Capital Projects Fund - Series 2019
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Interest Income															
Construction Account	3	2	-	-	-	-	-	-	-	-	-	-	5	\$ -	N/A
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Debt Proceeds															
Developer Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	372	-	-	-	-	-	-	-	-	-	-	372	\$ -	N/A
Total Revenue and Other Sources:	\$ 3	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 377	\$ -	N/A
Expenditures and Other Uses															
Executive															
Professional Management	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Contractual Services															
Trustee Services	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Printing & Binding															
Printing & Binding	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Capital Outlay															
Water-Sewer Combination	\$ 819,454	\$ -	-	-	-	-	-	-	-	-	-	-	819,454	-	N/A
Stormwater Management	\$ 191,876	\$ -	-	-	-	-	-	-	-	-	-	-	191,876	-	N/A
Landscaping	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Roadway Improvement	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Cost of Issuance															
Legal - Series 2019 Bonds	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Underwriter's Discount															
Underwriter's Discount	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ 1,011,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,011,330	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ (1,011,327)	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,010,954)	\$ -	
Fund Balance - Beginning	\$ 703,572	\$ (307,756)	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ -	
Fund Balance - Ending	\$ (307,756)	\$ (307,382)	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ 703,572	\$ (307,382)	\$ -	

LT RANCH COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - OCTOBER 2021

FISCAL YEAR 2022

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

LT Ranch Community Development District

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JPWard & Associates LLC

2301 Northeast 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

**LT Ranch Community Development District
Balance Sheet
for the Period Ending October 31, 2021**

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Assets					
Cash and Investments					
General Fund - Invested Cash	\$ 65,027	\$ -	\$ -	\$ -	\$ 65,027
Debt Service Fund					
Interest Account		0			0
Sinking Account		-			-
Reserve Account		476,850			476,850
Revenue Account		353,462			353,462
Capitalized Interest		-			-
Prepayment Account					-
Construction Account			374		374
Cost of Issuance Account					-
Due from Other Funds					
General Fund	-			-	-
Debt Service Fund(s)	-	-		-	-
Accounts Receivable	-	-		-	-
Assessments Receivable	-	-		-	-
Amount Available in Debt Service Funds	-	-		830,312	830,312
Amount to be Provided by Debt Service Funds	-	-		15,589,688	15,589,688
Total Assets	\$ 65,027	\$ 830,312	\$ 374	\$ 16,420,000	\$ 17,315,713

LT Ranch Community Development District
Balance Sheet
for the Period Ending October 31, 2021

	Governmental Funds				Totals (Memorandum Only)
	Debt Service Funds		Capital Project Fund		
	General Fund	Series 2019	Series 2019	Account Groups General Long Term Debt	
Liabilities					
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Developer	-	-	307,756	-	307,756
Due to Other Funds	-	-	-	-	-
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
Bonds Payable					
Current Portion	-	-	-	\$325,000	325,000
Long Term	-	-	-	-	-
Series 2019	-	-	-	\$16,095,000	16,095,000
Unamortized Prem/Disc on Bds Pybl	-	-	\$54,012	-	54,012
Total Liabilities	\$ -	\$ -	\$ 361,768	\$ 16,420,000	\$ 16,781,768
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	-	-
Fund Balance					
Restricted					
Beginning: October 1, 2021 (Unaudited)	-	830,309	(361,394)	-	468,915
Results from Current Operations	-	3	-	-	3
Unassigned					
Beginning: October 1, 2021 (Unaudited)	78,230	-	-	-	78,230
Results from Current Operations	(13,203)	-	-	-	(13,203)
Total Fund Equity and Other Credits	\$ 65,027	\$ 830,312	\$ (361,394)	\$ -	\$ 533,945
Total Liabilities, Fund Equity and Other Credits	\$ 65,027	\$ 830,312	\$ 374	\$ 16,420,000	\$ 17,315,713

**LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through October 31, 2021**

Description	October	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	N/A
Interest				
Interest - General Checking	-	-	-	N/A
Special Assessment Revenue				
Special Assessments - On-Roll	-	-	351,095	0%
Special Assessments - Off-Roll	-	-	-	N/A
Developer Contribution		-	-	N/A
Intragovernmental Transfer In	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ 351,095	N/A
Expenditures and Other Uses				
Executive				
Professional Management	3,333	3,333	40,000	8%
Financial and Administrative				
Audit Services	-	-	4,200	0%
Accounting Services	1,333	1,333	16,000	8%
Assessment Roll Services	1,333	1,333	16,000	8%
Arbitrage Rebate Services	-	-	500	0%
Other Contractual Services				
Legal Advertising	223	223	2,000	11%
Trustee Services		-	6,695	0%
Dissemination Agent Services	-	-	5,000	0%
Property Appraiser Fees	-	-	-	N/A
Bank Service Fees	10	10	250	4%
Communications & Freight Services				
Postage, Freight & Messenger	9	9	750	1%

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through October 31, 2021

Description	October	Year to Date	Total Annual Budget	% of Budget
Computer Services - Website Development	-	-	2,000	0%
Insurance	5,435	5,435	6,000	91%
Printing & Binding		-	1,500	0%
Subscription & Memberships	175	175	175	100%
Legal Services				
Legal - General Counsel	901	901	15,000	6%
Legal - Series 2019 Bonds	-	-	-	N/A
Other General Government Services				
Engineering/ Asset Mgmt Services	-	-	35,000	0%
NPDES	-	-	-	N/A
Contingencies	-	-	-	N/A
Other Current Charges	-	-	-	N/A
Stormwater Management Services				
Wetland Lake Maintenance			-	N/A
Wetland Preservation Maintenance	-	-	58,000	0%
Lake Maintenance	-	-	32,000	0%
Detention Area Maintenance	-	-	5,000	0%
Path Mowing/Path Shell	-	-	-	N/A
Preserve Maintenance	-	-	-	N/A
Enhancement Areas	-	-	30,000	0%
Littoral Shelf Maintenance	-	-	4,500	0%
Stormwater Inspections/Maintenance	-	-	15,500	0%
Fountain Service/Maintenance	-	-	6,500	0%
Roadway Lighting/Maintenance	-	-	6,000	0%
Parks and Recreation				
Amenities Maintenance				
Snack Shack/Maintenance Building	-	-	1,000	0%
Playground/Dog Park/Shelter Maint.	-	-	1,000	0%

LT Ranch Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through October 31, 2021

Description	October	Year to Date	Total Annual Budget	% of Budget
Outdoor Sport Courts Maintenance	-	-	1,000	0%
Electric (Irrigation, Snack/Maint Bldg)	-	-	3,000	0%
Water/Sewer Park	-	-	2,000	0%
Landscaping Services				
Professional Services				
Grounds Contract	450	450.00	-	N/A
Grounds - Sod/Seed/Plant/Shrub	-	-	-	N/A
Grounds - Mulch	-	-	-	N/A
Replanting Materials/Supplies	-	-	-	N/A
Grounds - Community Park Mow	-	-	24,000	0%
Irrigation Maintenance & Repair	-	-	1,000	0%
Contingencies (5% of Field Operations)	-	-	9,525	0%
Reserves				
Operational Reserve (Future Years)	-	-	-	N/A
Other Fees and Charges	-	-	-	N/A
Discounts/Collection Fees	-	-	-	
Sub-Total:	13,203	13,203	351,095	4%
Total Expenditures and Other Uses:	\$ 13,203	\$ 13,203	\$ 351,095	4%
Net Increase/ (Decrease) in Fund Balance	(13,203)	(13,203)	-	
Fund Balance - Beginning	78,230	78,230	-	
Fund Balance - Ending	\$ 65,027	\$ 65,027	\$ -	

LT Ranch Community Development District
Debt Service Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through October 31, 2021

Description	October	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	N/A
Interest Income				
Interest Account	-	-	-	N/A
Sinking Fund Account	-	-	-	N/A
Reserve Account	2	2	-	N/A
Prepayment Account	-	-	-	N/A
Revenue Account	1	1	-	N/A
Capitalized Interest Account	-	-	-	N/A
Special Assessments - Prepayments				
Special Assessments - On Roll	-	-	954,397	0%
Special Assessments - Off Roll	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	N/A
Debt Proceeds				
	-	-	-	N/A
Intragovernmental Transfer In				
	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3	\$ 3	\$ 954,397	N/A
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2019	-	-	325,000	0%
Principal Debt Service - Early Redemptions				
Series 2019	-	-	-	N/A
Interest Expense				
Series 2019	-	-	631,410	0%
Operating Transfers Out (To Other Funds)				
	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 956,410	N/A
Net Increase/ (Decrease) in Fund Balance	3	3	(2,013)	
Fund Balance - Beginning	830,309	830,309	-	
Fund Balance - Ending	\$ 830,312	\$ 830,312	\$ (2,013)	

Prepared by:

JPWARD and Associates, LLC

LT Ranch Community Development District
Capital Projects Fund - Series 2019
Statement of Revenues, Expenditures and Changes in Fund Balance
Through October 31, 2021

Description	October	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	-	-	\$ -	N/A
Interest Income				
Construction Account	-	-	\$ -	N/A
Cost of Issuance	-	-	\$ -	N/A
Debt Proceeds	-	-	\$ -	N/A
Developer Contributions	-	-	\$ -	N/A
Operating Transfers In (From Other Funds)	-	-	\$ -	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ -	N/A
Expenditures and Other Uses				
Executive				
Professional Management	-	-	\$ -	N/A
Other Contractual Services				
Trustee Services	-	-	\$ -	N/A
Printing & Binding	-	-	\$ -	N/A
Capital Outlay				
Water-Sewer Combination	-	-	\$ -	N/A
Stormwater Management	-	-	\$ -	N/A
Landscaping	-	-	\$ -	N/A
Roadway Improvement	-	-	\$ -	N/A
Cost of Issuance				
Legal - Series 2019 Bonds	-	-	\$ -	N/A
Underwriter's Discount	-	-	\$ -	N/A
Operating Transfers Out (To Other Funds)	-	-	\$ -	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	\$ -	\$ -	\$ -	
Fund Balance - Beginning	\$ (361,394)	\$ (361,394)	\$ -	
Fund Balance - Ending	\$ (361,394)	\$ (361,394)	\$ -	

Prepared by:

JPWARD and Associates, LLC