
Miromar Lakes Community Development District

Agenda

March 12, 2015



Prepared by:

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MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

March 5, 2015

Board of Supervisors
Miromar Lakes
Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Thursday March 12, 2015, at 2:00 P.M.** at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Minutes
 - a) February 12, 2015 Regular Meeting
3. Award of Bid – Landscaping Services
4. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Asset Manager
 - d) District Manager
 - I. Financial Statements for the period ending January 31, 2015
5. Supervisor's Requests and Audience Comments
6. Adjournment

The second order of business is consideration of the minutes February 12, 2015 minutes.

The third order of business is consideration of the award of bid for Landscaping services. The current contract will expire on May 30, 2015, and as such, the District has prepared the requisite bid specifications for bidding. Bids were received on and opened on February 27, 2015. There were two bidders, Estate Landscaping and Mainguy. The lowest most responsible and responsive bid is from Estate Landscaping and which is recommended for award. The bid from Mainguy did not meet the required



James P. Ward
District Manager

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Miromar Lakes Community Development District

elements and is considered by staff as unresponsive. Enclosed you will find a complete bid analysis, along with the proposals from both of the Bidders.

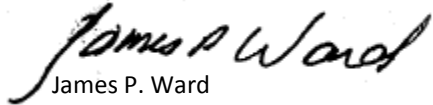
The total bid from Estate Landscaping is \$431,028.76, and is approximately \$17,000 over the existing FY 2015 budget and \$19,600 over the existing contract with Estate. However, it should be pointed out, that the existing contract amount is now five years old.

As we discussed at the February meeting, the contract will be for one year, with seven renewal options at the discretion of the District. For each renewal the vendor will have the option of a price change of no more than 2% of the total contract value, which the District must agree to for each option year.

Additionally, the District may terminate the contract for any reason in it's sole discretion at any time during the year.

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

Yours sincerely,
Miromar Lakes
Community Development District



James P. Ward
District Manager
Enclosures



James P. Ward
District Manager

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**MINUTES OF MEETING
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, February 12, 2015, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum were:

Doug Ballinger	Assistant Secretary
Burnie Donoho	Assistant Secretary
David Herring	Assistant Secretary
Alan Refkin	Assistant Secretary

Staff present:

James Ward	District manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer
Bruce Bernard	Calvin Giordano & Associates
Paul Cusmano	Calvin Giordano & Associates
Bill Reagan	FMS Bonds
Elden McDirmit	Auditor, McDirmit, Davis & Co. (Telephonic)

Other's present:

Keith Gomez	Lee County Utilities
Kevin Kollmann	Estate Landscaping

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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m., noting that the record should reflect that all members of the Board were present at roll call with the exception of Supervisor Hendershot.

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Mr. Ward commented that the District has been successful in pricing and selling the District's Series 2015 Bonds that were the refunding of the Series 2003 Bonds. Mr. Reagan was present at the meeting and, with the Board's permission, he asked the Board to allow

41 him to take a moment to go through a summary of those refunding bonds for the Board's
42 benefit.

43 Mr. Reagan remarked he was the District's underwriter for the refunding of the
44 2003A Bonds, noting when he spoke at the Board's December or October 2014 meeting, he
45 mentioned his wish to get the subject transaction in the market, move quickly, get the
46 pricing and have the matter closed between Thanksgiving and Christmas, but that date had
47 not been achieved. However, the good news was that the market stayed strong. He noted
48 what occurred during the last few months was that there were many changes within the
49 development itself that required much more disclosure than they originally anticipated.

50 Whenever dealing with an unimproved area, meaning few units had been sold, there
51 had to be due care in selling the bonds, so his staff and he went through the extraordinary
52 process, along with numerous lawyers. The disclosure document was included in the
53 backup for the Board's perusal, which he thought was a good, clean disclosure that was well
54 received. He indicated, from a marketing standpoint, the District hit all the numbers with
55 over 12 percent savings or over \$200,000 per year on an annual basis, and simultaneous
56 with that, the Developer was also making a prepayment, probably on February 13, 2015, of
57 \$3.7 million. That was one of the other items where that area floated a little bit, so they
58 tried to size the bond issue to stay within their parameters.

59 He was glad they priced it on Tuesday, advising the Board that if the District had
60 been in the market today, it probably would have lost ten to 15 basis points, and he might
61 not have been presently before the Board with the refunding. When splitting hairs on
62 savings, it was a meaningful number.

63 Mr. Refkin estimated it was about .1 percent.

64 Mr. Reagan affirmed it was, they were only 25 to 35 basis points, and if the District
65 started losing that, it would lose the refund, dropping before the minimum threshold. Thus,
66 they did quite well for the amount of work it took.

67 He gave the Board an idea about what entities bought such bonds, stating they were
68 all institutions, and most of the funds wanted six percent or better, as they were very
69 interest rate sensitive. When they started doing coupons on a piece of land such as the
70 subject site at 3.5 percent to 5 percent, there would only be a few takers, but the positive
71 news was that the District had sold certain bonds before in the subject community, so they

72 were easier to sell. He said they had five days of discussions, which was more than they
73 normally did for an existing facility, as for new raw land in a new CDD, two weeks was typical,
74 but the subject discussions took more time, as it was unique.

75 Though everyone was familiar the property, it was difficult to understand why more
76 building was going on, and the explanation included the development, the process and
77 holding back, and meeting the market when they wished to do so.

78 Mr. Refkin noticed the old debt amount appeared to be \$23 million and the new debt
79 amount was \$19 million, asking if the savings showed was weighted.

80 Mr. Reagan affirmed it was, stating it shows it was current average annual. One of
81 the things they did for demonstration purposes was to show that when a comparison was
82 made, they looked as what the current debt service was and what the new debt serve would
83 be. In the subject instance, it would look like there was 19 to 20 percent savings, as it did
84 not include the \$3.7 million. He said they backed out the \$3.7 million and look at if they
85 were at \$3.7 million today, what would the District’s debt service be.

86 Mr. Refkin asked if Mr. Reagan’s fee was taken into account.

87 Mr. Reagan answered yes, and their fee was less.

88 Mr. Refkin commented it was principal, so it was seen, asking if it was principal on
89 both sides; that is, on both the sale and the buy or just the buy.

90 Mr. Reagan indicated it was only on one side, and they were holding some of the
91 bonds themselves in inventory. He tried to be as conservatively fair as possible in showing
92 the annual savings.

93 Mr. Refkin thought Mr. Reagan and his staff had done a great job.

94 Mr. Reagan received no further questions from the Board, stating the closing would
95 be the coming Wednesday, at which the Board’s Chairman and other parties to the
96 transactions would be present. He appreciated the District’s business.

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98 **SECOND ORDER OF BUSINESS**

Consideration of Minutes

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100 a. **January 8, 2015, Regular Meeting**

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102 **On MOTION by Mr. Donoho and seconded by Mr. Refkin, with all**
103 **in favor of approving the January 8, 2014, Regular Meeting**
104 **minutes as presented.**

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THIRD ORDER OF BUSINESS

Consideration of acceptance of the Audited Financial Statements for the year ended September 30, 2014.

Mr. stated asked Mr. McDirmit to go through the audited financial statements, copies of which were included in the Board’s agenda package.

Mr. McDirmit reviewed the highlights of the report, stating page one was their audit report that stated it was an unqualified opinion, and that was the best and cleanest opinion that could be given to the financial statements of the District. Page seven showed a statement similar to a balance sheet of a for-profit type organization, and it showed that the District had net equity of \$6.7 million, up from \$5.6 million in the previous year.

On page nine were the General Fund and the Debt Service Fund activity of the year, and it showed a very healthy fund balance; the unassigned fund balance was about 48 percent of the annual expenses, which was a very good position to be in. He said page ten showed that the revenues for the General Fund were up from \$736,000 to \$788,000 in the current fiscal year, though expenses were up as well, so the District ended up with expenditures over revenue of about \$52,000, as compared to an expense over revenue of about \$5,000 in the previous year.

Mr. McDirmit noted debt service was a much higher assessment revenue this year as it related to some special redemption of bonds of about \$1.1 million in additional redemption of bonds, showing some good activity in that area. He stated on the Debt Service Fund, there was a prior period adjustment of about \$117,000, stating this was not an actual loss, rather it was market value fluctuations of the District’s investments in the Debt Service Fund. However, if those investments were held to maturity, there was no actual loss. He mentioned page 12 showed all the budgeted expenditures were within the appropriations. Pages 26 through 29 were additional auditor reports, with the first one stating there were no matters of noncompliance as they related to financial matters, statutes, and regulations. On pages 28 through 29 was their report to the Auditor General (AG), stating they found no areas that the District was not in compliance.

137 He indicated they had an additional report that was an add-on that was a new report
138 that the AG required auditors to report on, as it related to the District being in compliance
139 with its investment policies. That report was stating that the auditors noted the District was
140 in compliance.

141 Mr. Urbancic referred to page 25 in the Subsequent Event note, it stated the District
142 was expecting to issue bonds no later than January 2015 and, based on the earlier
143 discussion during Mr. Reagan’s report, that would take place in February 2015, wondering if
144 this mattered.

145 Mr. McDirmit replied at that the time of the auditor’s report, the January 2015
146 timeframe was the best knowledge they had, and he did not think the later date would be an
147 issue. Their estimation in the auditor’s report was to put the reader on notice that there
148 would be some activity subsequent to the year end.

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**On MOTION by Mr. Refkin and seconded by Mr. Ballinger, with
all in favor of accepting the Audited Financial Statements for
the year ended September 30, 2014, as presented.**

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FOURTH ORDER OF BUSINESS

Consideration of Resolution 2015-4 to permit Miromar Lakes, LLC, to pursue an administrative deviation from Lee County to increase the limits of allowable hardened shoreline on the large recreational lake to 65 percent.

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163 Mr. Krebs directed the Board to the exhibits in their backup, noting he had been
164 working with Mr. Elgin and others to try to increase the amount of riprap that is allowed by
165 County code, as the latter set a limit of 20 percent on any lakeshore line. On the main
166 recreation lake, due to the boat traffic and the wave action from storm events, there was
167 erosion that would be seen on a smaller lake. He said the solution to try to address the
168 situation was twofold: 1) get approval from the County to increase the percentage to
169 address the riprap where it needed to be replaced to counteract the erosion; and 2) there
170 was a lot of residents in the community who had installed riprap that had no permit
171 approval. They hoped to submit their request as an administration amendment to the

172 zoning and had a limited development application in an effort to resolve the two
173 abovementioned issues.

174 The County would have on record, which properties had riprap in the community
175 where it should be, and the different associations or homeowners would submit for a
176 certification on their riprap, so the County could inspect and signoff on it. Those not
177 receiving approval would be closed and removed off the books and make them right, and for
178 those areas that had no riprap but wanted it, they could get it permitted through the County
179 without encountering any obstacles.

180 Mr. Refkin asked if someone put in riprap themselves, would that count against
181 Miromar's total application.

182 Mr. Krebs answered yes, hence staff's seeking an administrative amendment, noting
183 staff already signed off with the County, looked over the documents, made adjustments per
184 a meeting held with County staff. The County was on board and wanted the amendment to
185 go through and wanted the District to submit it, so everything could be cleaned up, and they
186 were aware there were residents in the District that had no riprap, and they were unsure
187 how to address it. He said the county had no wish to send out numerous noncompliance
188 letters.

189 Mr. Refkin asked if the riprap included enough for other communities in the District.

190 Mr. Krebs affirmed it did, as they went after 65 percent, leaving about 3,000 linear
191 feet extra the District could have on the books that someone, the CDD, a future developer
192 could come in and use that area up if needed. The limitation was only on the currently
193 developed properties in the District, and this was only on the recreational lake, not for any of
194 the internal lakes. He said the recreational lake was unique due to its size, boat traffic, and
195 storm events.

196 Mr. Refkin wished to confirm the amendment did not apply to Sienna.

197 Mr. Krebs said it did not, stating the County recognized that the old mine lakes had a
198 life of their own as far as what happened to them, and due to the recreation nature, the
199 storms, the fluctuation in the water tables, the outcomes were different on these lakes.

200 Mr. Refkin asked if there were any future plans going and asking for riprap for any of
201 the internal lakes.

202 Mr. Krebs replied this was possible, as any such work could be done as an
203 administrative amendment, but the landowners had to be involved, so if Sienna or another
204 community wished to do that, they had to make an argument to the County that it was
205 needed. The community representatives would have to make a presentation to the Board
206 and ask for their help, and the District could be a co-applicant and sign off on the request.

207 Mr. Refkin thought the residents of the community did know about the process, as
208 they were looking at over \$100,000 for fixing the area in which it was needed. He thought
209 the District might offer some of its communities, without any guarantee they would be
210 successful with the County, but if they were willing to pursue the effort, District staff would
211 show them now the process was done.

212 Mr. Krebs indicated it was possible for his staff and him to educate the communities
213 on the subject process.

214 Mr. Refkin believed this might prevent residents installing the riprap they were not
215 authorized to do that could result in a hodgepodge manner that would be unsightly. This
216 would be a good thing for the community.

217 Mr. Krebs stated the first thing the interested communities would have to do, either
218 with their own engineer or if the Board wished to offer the services of the District's engineer,
219 was meet with County staff, and the latter would then explain the situation. He noted his
220 staff had been shooting for a higher percentage, thinking this was what they would need
221 once they started looking at the situation, and the County voiced no opposition. The
222 recreational nature of the lake was what the County was working for in addressing the
223 matter, but there was no way of knowing if the County would have the same opinion
224 regarding the internal lakes, whether they were on the golf course or behind residences. He
225 said such matters were looked at on a case-by-case basis.

226 Mr. Ballinger asked what objections the County had.

227 Mr. Krebs responded that the County staff on the environmental side looked at the
228 hardened shoreline, and they saw it as impervious, and the riprap acted as a block from
229 water permeating in on the ground. There were pros and cons either way, but the County
230 felt the riprap reduced the availability of aquatic plants to pulling nutrients out of the water,
231 so they were against hardened shorelines.

232 Mr. Donoho wished the County could come over to where he lived and checked
233 before putting the “no wake” zone at each end of the island, as they were losing their
234 property every day when boaters drove by fast dragging people on inner tubes. He had lost
235 enough of that part of his walkway when the dock collapsed, though the “no wake” zones
236 being in place for three years, the conditions had improved.

237 Mr. Krebs agreed, stating as part of the proposed amendment, they identified
238 different areas identified with cross sections that were prepared by Hans Wilson. Thus, if in
239 the future one of the residents or communities needed to revise their riprap, they would use
240 the amendment document to replace the riprap, as they contained the slopes, materials
241 and methods that were set and approved by the county. He said, for the present, for some
242 residents with riprap, there was no documentation stating how it was installed, and the
243 county was willing to turn a blind idea for now, as they did not want the resident ripping out
244 existing riprap or inspectors having to rip it out to verify what was in place. It would be with
245 the caveat that if any improvements were done, the riprap had to be put back in correctly.

246 Mr. Ballinger commented other communities were being adversely affected as those
247 in his community, as though he had riprap, it was the land under it that was being eroded.

248 Dr. Herring asked if there had been any conversation about what would happen when
249 and if boat traffic increased.

250 Mr. Krebs indicated that issue would be in another conversation District staff had
251 with County staff, as the latter understood that with future development around the lake, the
252 need would arise for more riprap to be put in place. For the present, the proposed
253 amendment was to facilitate addressing the issue in the already developed areas to ensure
254 everyone’s shoreline was stabilized.

255 Mr. Ballinger asked if the measurement of the area was a negotiated figure on the 65
256 percent or did he ask for more.

257 Mr. Krebs answered no, stating he came up with that number by going through all the
258 communities, the residential areas where the District had no beach access, and assumed
259 that would all be hardened shoreline. To the number he came up with, he added five
260 percent, so the District would have some area left over to provide a channel. Regarding the
261 landscaped side of the channel, with the littorals in the lake and the wading areas, he did
262 not include that in any riprap the District showed. However, there was 3,600 additional

263 linear feet, so if District staff later saw areas in which erosion needed to be addressed, they
264 could look at installing it in those areas or in other areas in the community where it was.

265 Dr. Herring asked if this would be a CDD expense.

266 Mr. Krebs replied the expense would be the District's if it was on CDD property, but if
267 it were on private property, the homeowners or other residential communities, that would be
268 at their own expense. The District was facilitating the opportunity for them to install the
269 riprap and allow the community/property owner to come back into compliance.

270 Mr. Urbancic stated that with the resolution before the Board, the District was
271 notifying the County of consenting to Miromar Lakes, LLC, going forward for the subject
272 deviation. This included the District's consenting to give Mike Elgin as the Miromar Lakes'
273 representative authorization to pursue the subject matter with the County on the District's
274 behalf.

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**On MOTION by Dr. Herring and seconded by Mr. Ballinger, with
all in favor of approving Resolution 2015-4.**

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280 **FIFTH ORDER OF BUSINESS**

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**Consideration of grant of
conservation easement to South
Florida Water Management District
(SFWMD) for property owned by the
District and located in Hendry
County, and which is preserved as
a panther habitat.**

288 Mr. Ward stated the subject property encompassed over 90 acres, and it was a
289 requirement of portions of the development's orders that were issued for this project. This
290 is consistent with what the District had done before, but the form had not been approved, to
291 his knowledge, by the SFWMD, and as such will be subject to SFWMD approval.

292 Mr. Ballinger asked how the District came to own 194 acres in Hendry County.

293 Mr. Urbancic stated the District purchased it.

294 Mr. Ballinger asked if it was a requirement.

295 Mr. Krebs answered yes.

296 Mr. Urbancic said it was part of the original bond issuances, specifically, in the
297 development order; that is, a requirement in one of the development permits was that the

298 District have panther mitigation land in Hendry County. He assumed the mitigation could be
299 provided either onsite or offsite. It made sense for the District to own the land from a
300 liability and from a tax perspective, as the District was able to get Hendry County that the
301 land the CDD owned should not be subject to taxation, as it was owned by another
302 governmental entity.

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**On MOTION by Mr. Herring and seconded by Mr. Refkin, with all
in favor of approving the granting of conservation easement to
South Florida Water Management District for property owned by
the District and located in Hendry County, and which is
preserved as a panther habitat.**

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SIXTH ORDER OF BUSINESS

**Consideration of grant of perpetual
utility easement to Lee County for
the construction, operation and
maintenance of utility facilities
over, under and through property
owned by the District.**

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Mr. Krebs commented the subject item was the finalization of the Board's months of
ongoing discussion about the utility easement that was coming off Corkscrew extension to
service FGCU. The specific affected areas were highlighted in blue in the backup
documents, as well as photographs received from Mr. Elgin illustrating the centerline of that
easement; it showed there was adequate room to install the utilities without much
disruption to the existing landscaping. He mentioned the area was more visible by the golf
course than it was by Ben Hill Griffin Road, and the District owned and maintained the buffer
that went along Ben Hill that the easement would encumber.

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Dr. Herring if the land had been given to the District by the developer or had the
District purchased the land.

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Mr. Krebs thought the land had been given to the District by the developer, but he
was not completely sure.

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Mr. Urbancic distributed copies of a document that contained comments by Lee
County staff, noting he had been in continuing discussions with Lee County regarding the
easement. The biggest concern of the District was what would happen to the existing

333 landscaping in the area, and ensuring that the District could maintain the existing buffer.
334 Lee County was being represented by Mr. Keith Gomez from the County's Utilities
335 Department. He stated the County was aware that the District needed to maintain the
336 buffer in the subject area per County code, so they were willing to work with the CDD and
337 what happened in the area, noting they agreed to additional changes highlighted in the
338 copies of the draft distributed. Thus, the County was cognizant of the fact that there were
339 some buffer requirements per County code that the District had to comply with.

340 Mr. Refkin recalled previous discussions about the definition of replacement by the
341 County differed from the District's definition of replacement, questioning if replacement
342 meant putting back whatever was removed, or just putting something in, even if it was not
343 the same. For example, could they remove one type of grass and put in another type. It
344 seemed, in legal terms, it was very vague. He said if the County chose not to put back the
345 same landscaping they removed to do the work, then that was an expense the District would
346 have to take on.

347 Mr. Urbancic said he was unable to answer as to whether the replacement
348 landscaping in the county's agreement to restore meant they would put in identical plants
349 they removed. It's important for the District to know what it was getting.

350 Dr. Herring asked what was currently in place, as it did not appear to contain any
351 special kind of grass.

352 Mr. Krebs remarked at present there were probably weeds in the subject area, as it
353 was not actually visible.

354 Mr. Ward suggested an "equal to" clause.

355 Mr. Refkin thought it best to include some "equal to" clause in the agreement, so
356 everyone was on the same page as to what was expected.

357 Mr. Urbancic asked Mr. Gomez if the County would be willing to consent to an "equal
358 to" arrangement.

359 Mr. Gomez affirmed they would.

360 **On MOTION by Mr. Refkin and seconded by Mr. Donoho, with all**
361 **in favor of approving the granting of perpetual utility easement**
362 **to Lee County for the construction, operation and maintenance**
363 **of utility facilities over, under and through property owned by**
364 **the District.**

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SEVENTH ORDER OF BUSINESS**Staff Reports****a. Attorney****I. Request for extension of time of filing a petition by Miromar Lakes CDD to SFWMD for the Center Place application for a permit from the South Florida Water Management District.**

Mr. Urbancic referred to his email sent to the Board members on the pending case regarding Center Place that was dismissed, noting it that could be revived. Center Place was issued its SFWMD permit, and there was a period of time in which one could request an administrative hearing to contest that permit, and he believed Miromar Lakes, LLC, was likely to file some sort of administrative challenge. He indicated, as there was a limited time in which to request the administrative hearing, out of an abundance of caution, they requested a continuance of the chance to respond, so staff could discuss the matter with the Board and have Mr. Krebs' office look at the area. He said the continuance was granted, and the District had been given until February 23, 2015, to file a response.

Mr. Krebs added that the basis for a challenge the District would have to give was that the District failed to consider something in the review of their permit, and put that in the petition to request that hearing. They would then determine review whether the District's request was valid and, if so, a hearing would be scheduled. He said, in looking at Center Place's permit and what they had done, it was such a mixed bag of things because of what they were doing with the building of the lakes and those silts, and the possibility of having those materials enter into the lake, and how it would affect the District's system. There was also the possibility of this leading to the District being brought into noncompliance; it was just not a sound design, as anyone else would try to avoid those materials.

Dr. Herring asked if this was the District's responsibility, and did the developer have any concerns in the matter, as this had to do with a lake that the District might use but did not own.

Mr. Elgin remarked the developer filed for a request for extension to the deadline for the District's filing its petition, and that deadline was also February 23rd.

Mr. Urbancic commented the question was whether the District wished to join forces with the developer.

399 Mr. Refkin wished to know what the developer planned before the District joined
400 forces with them.

401 Dr. Herring asked if it added more weight to the District's position if it joined forces
402 with the developer.

403 Mr. Ward thought it would add more weight to the District's cause, as this was part of
404 the deal whereby the developer was repaying the District for all the costs involved with it, so
405 it helped the cause of the entire development, working with the developer to help in the
406 process. If the Board had no objection to the arrangement, he would recommend permit Mr.
407 Urbancic to file the extension and do whatever was necessary on a going-forward basis, with
408 the understanding that the developer was paying for the process.

409 Mr. Donoho asked Mr. Krebs if he would urge us to join in the process also, from his
410 point of view.

411 Mr. Krebs agreed there were considerations for the District to look at with how the
412 subject area would be developed and the fact that the District held the permit. Going
413 through the plans as the District staff had been doing revealed some inconsistencies, and
414 they had not gone through all the plans to see how those would be addressed, regarding
415 water quality, the fines, etc. He knew that when SFWMD issued the permit, they put
416 additional special conditions on how they had to address turbidity, etc.

417 Mr. Donoho observed that it sounded as though there were some loose ends.

418 Mr. Krebs affirmed there were, and he did not think the arrangement was as tight as
419 it needed to be with what Center Place was proposing. He said the outfall was the lake in
420 question was the District's control structure.

421 Dr. Herring thought the District had little choice.

422 Mr. Donoho concurred, and the District needed to do whatever it could.

423 Mr. Urbancic noted he would speak further with Miromar Lakes' lawyers, as there
424 would have to be some sort of joining, so the District and the developer would be co-
425 petitioners of some sort to file the action. If not, what would happen was it would likely go to
426 an administrative hearing in front of an administrative law judge, and there would be a trial
427 type of situation, usually taking place near the site of the dispute. He stated at the hearing
428 each party would have to show what was not correct in the Center Place application and
429 permit, so it would be a fairly significant process.

430 Mr. Refkin asked if the impact on the CDD would not only be a portion of the large
431 lake that the District did not own, as well as on the small lake that the District owned.

432 Mr. Krebs answered right, and if the fines of the lake were disturbed and they
433 became suspended, they would spread everywhere, into channels and canals throughout
434 the whole community. In a worst case scenario, the District might have to dredge those
435 areas again to get rid of that material.

436 Dr. Herring believed this was a battle that had to be fought, and it was important for
437 the District to participate.

438 Mr. Urbancic stated he was neither a SFWMD or an administrative law expert, as
439 those two areas were a kind of specialty, so the District would probably have to piggyback on
440 whatever the developer was doing and join them in the effort. He believed the developer
441 hired significant experts in the field from the State of Florida to guide them.

442 Mr. Krebs affirmed the people the developer hired for the subject matter were top
443 notch.

444 Mr. Urbancic reiterated the District had to either piggyback on the developer's case
445 or find somebody else to represent the CDD's interests to take on the matter.

446 Mr. Donoho saw no reason for the District to piggyback on the developer's case.

447 Mr. Urbancic explained that a motion from the Board was needed to authorize District
448 staff to make the CDD a co-applicant with the Miromar Lakes entity filing to request an
449 administrative hearing.

450

**On MOTION by Dr. Herring and seconded by Mr. Donoho, with
all in favor of approving the request for extension of time of
filing a petition by Miromar Lakes CDD to SFWMD for the Center
Place application for a permit from the South Florida Water
Management District.**

456

457 Mr. Ballinger asked if Mr. Urbancic could summarize what was said in the email he
458 sent out to the Board regarding the above-discussed matter as to what was said and how it
459 would affect the District.

460 Mr. Urbancic thought what was said was that the judge had sent a copy of the order
461 from Judge Laboda, and that was her order after reviewing the case and hearing oral
462 arguments that Miromar Lakes, LLC, had no standing in order to object to the hearing

463 examiner at present. This basically suggested that if Miromar Lakes was an aggrieved party,
464 there was a process after going through the zoning process by which they could challenge
465 the zoning approval. He believed Judge Laboda was stating the Miromar Lakes was
466 premature on the challenger, and they had to wait for the county actually approve the zoning
467 application, particularly as Miromar was not a “party” under the county rules. That ruling
468 could also be appealed by the developer.

469 Mr. Ballinger asked if this outcome was something Miromar expected to happen.

470 Mr. Urbancic stated it was unlikely that Mr. Elgin could answer questions on the
471 matter on the record, as this was a public meeting, and he might not wish to disclose their
472 position on certain matters.

473 Mr. Elgin concurred, stating with the different rulings and motions, those were
474 working themselves through the legal process at present.

475 Mr. Urbancic thought there was the possibility of an appeal of that decision in some
476 way, as well as the hearing examiner might issue their decision and then move the matter to
477 Lee County, where there might be additional challenges.

478 Mr. Ballinger asked if the delay was over for the time being. That is, the subject
479 process was delaying future actions of Center Place until the decision was final, so did the
480 granting of the SFWMD permit mean that the delay was over and development would
481 proceed.

482 Mr. Urbancic said he could not answer that question, but with the opinion on its face
483 stating that Miromar was not in a position to challenge the ruling at present, the county
484 could review that and allow the matter to move onto the County Commission for
485 consideration. Alternatively, the county might choose to wait to see if there would be an
486 appeal, as if there was an appeal, moving the matter to the County Commission could be a
487 waste of everyone’s time. He noted there was usually a 30-day window, so the county might
488 choose to wait to see if an appeal was made before moving forward. The next step might be
489 a notice of a county hearing.

490 **b. District Engineer**

491 Mr. Krebs commented on a water quality issue, stating Bill Kurts take some water
492 quality samples to test for nitrogen and phosphorous, as the correspondence going back
493 and forth between the University and the District indicated that the lake was in some huge

494 state of irreparable repair. The testing showed the lake was healthy, with low levels well
495 within the State standards, and the alarm being spread by the emails going back and forth
496 were unwarranted at present. He said a second sample was taken by the bridge that
497 crossed Ben Hill Griffin, and the levels there were many times over what was seen in the
498 lake. When asked, Mr. Kurth response to the latter result was that he thought it was due to
499 standing water that had been trapped, and through evaporation those levels were getting
500 concentrated, so the result was not necessarily an actual reflection of the water going
501 through the slew.

502 Mr. Krebs said the water quality was being looked at, and the District was working
503 with the developer to do testing. While the clarity might not be what they expected, the
504 nutrients and the dissolved oxygen, etc. seemed to be within an acceptable level.

505 Mr. Elgin indicated, to give a summary and an update from the developer on this
506 issue, the University did some more unofficial tests, had some students doing the tests on
507 behalf of their professor. The lab reported results were not controlled as one would expect,
508 so the results were unqualified. Mr. Kurth did his own sampling that was very controlled,
509 and the results were very different as to how bad or how good the lake's water quality was,
510 and this was a very beneficial process. He stated the developer had since paralleled what
511 Mr. Krebs and the District's team presented a number of meetings ago that was the
512 District's annual monitoring, and the developers used that as a tool to go out to their water
513 quality testing companies. About a month ago, he executed an agreement for that same
514 reporting on an annual basis with a company that did the testing for the developer's bathing
515 places.

516 He indicated, additionally, the annual testing was to build data, as in some of the
517 emails, Bob White, another of the developer's consultants on water quality, recommended
518 one of the best things the developer could do was to establish data. There was no data on
519 these lakes, and now data was slowing being gathered that would allow the possibility for
520 forming some conclusions, though Mr. White cautioned against knee jerk reactions that
521 could have big swings within the lakes. Mr. Elgin encouraged the District to keep in its
522 financial thoughts moving forward the same level of monitoring the developer was doing,
523 noting their first sampling results would be in February, then once at the beginning of the
524 rainy season, and again at the end of the rainy season.

525 Mr. Cusmano asked if the testing agreement was with (Unclear 53:18),

526 Mr. Elgin affirmed the agreement, as they appeared to be the most knowledgeable
527 of the companies he contacted, and they had been using them for three or four years, and
528 District staff used some numbers from them in their analysis.

529 Mr. Krebs added Mr. Kurth also did some coring of the shoreline, as there had been
530 a question on whether the carp had eaten littoral plants and they were now completely gone
531 or had some root material remained. Mr. Kurth found root material, and if the carp were not
532 there, many of the plants would return, but it was likely that there had to be some
533 supplemental planting to make up for some of the plants that were lost. This was something
534 for the Board to keep in mind, as Mr. Kurth stated he already saw some shoots materializing
535 along the shoreline, so the shoreline was a long way from dead, and some plants would
536 come back if the carp left them alone.

537 **c. Asset Manager**

538 Mr. Bernard referred to our monthly report that included various issues, including
539 that of the water quality. On the matter of the lake banks, they met with the homeowners'
540 association (HOA), and the five associations that attended were very receptive to their
541 discussion, and they thanked the CDD for putting the matters on the agenda for discussion.
542 The associations received clarification about which entities owned what and the sloping, etc.
543 behind their properties. He referred to the pictures with captions in the report to illustrate
544 what was found and what the developer was fixing.

545 Dr. Herring asked how many people attended the meeting.

546 Mr. Bernard replied there were five associations, with an average of three
547 representatives each, along with members of the Master Association, and the meeting ran
548 for about an hour and a half. Once the associations grasped the ownership issues, they
549 were able to move forward as to which entities would be responsible for the maintenance for
550 what. He mentioned they met with one of the associations prior to the present meeting to
551 look at what they had and make suggestions as to vendors they might get to help them to fix
552 issues with their personal property. He stated they had a pre-bid meeting for the
553 landscaping that was out for bid, and the bids would be back in on February 24th, and they
554 would be opened on the 27th of February, and they hoped to present the Board with
555 recommendations in April 2015 for the District's landscape maintenance.

556 Dr. Herring asked for Mr. Ward to go over the logistics of the landscape bidding
557 process thus far.

558 Mr. Ward replied the bid went out about a week ago Monday, and they had until
559 February 24, 2015, to respond.

560 Dr. Herring questioned if the bid was opened to any vendor to respond or had the
561 District pre-vetted any vendors.

562 Mr. Bernard said the District held a mandatory pre-bid meeting, and only the vendors
563 that attend the pre-bid meeting could bid later, and the vendors that attended were taken
564 around the District, showing them the all the areas they would have to maintain, so everyone
565 was on the same page prior to providing bids.

566 Mr. Ward clarified the vendors did not pre-qualify so to speak this is a request for
567 proposals, rather those vendors that showed up at the pre-bid meeting were satisfying the
568 District's issuance of a request for proposals (RFP). This is the same process the District
569 went through before. There was a series of qualifications in the bid specifications that
570 vendors have to meet, and the pre-bid meeting allowed interested vendors to submit the
571 package to the District that staff would then review for their qualifications in accordance
572 with the specifications, then this will then come back to the Board for final determination.

573 Dr. Herring believed the last time there was a landscape maintenance bid was about
574 seven years ago. He asked if the qualified bids would be presented to the Board at its
575 March meeting.

576 Mr. Ward replied it was a long time ago, but he would like to present the bids to the
577 Board in March, but certainly at the latest it would be the April meeting to award and that
578 could be extended to May, if necessary, and the current contract expired at the end of May
579 2015.

580 Dr. Herring asked if the Board was obliged to accept the lowest bid or was there a
581 way for the Board to evaluate the bids.

582 Mr. Ward stated no, it was the lowest and most responsive and responsible bid.

583 Mr. Refkin said the bid chosen did not have to be the lowest.

584 Mr. Ward affirmed this to be the case, as there were a whole series of qualifications
585 that were in the package, and they were the same qualifications that were in the last

586 package the Board did. The Board would evaluate the bids on that, including price, and then
587 make an award.

588 Mr. Refkin recalled in the past the District had one large contract for everything.

589 Mr. Ward responded, pretty much, this was still the case.

590 Mr. Refkin wondered if it were possible or if it would be a good idea to break that up
591 a little bit in the different segments.

592 Mr. Ward commented, from when he looked at it as a Manager, it did not seem to
593 him to be a smart business move, as the services would be more expensive, certainly more
594 expensive to manage on a daily basis. It was questionable if the District would get
595 consistent quality that it received at present. He thought the way the package was put going
596 out was good, and the qualifications in the specifications were good, as they were tightened
597 up a little more and made the contract duration was longer than previously.

598 Dr. Herring asked how long the proposed contract would be.

599 Mr. Ward replied the way the contract was written, it was a one-year contract that
600 allowed the District to renew it for seven additional one-year periods, so it was an eight-year
601 contract. The existing contract was much shorter, probably three or four years, I just don't
602 remember.

603 Mr. Donoho sought confirmation the District had the right to cancel the agreement
604 during any of the one-year periods.

605 Mr. Ward answered correct, on either side of the contract. To get to the longer
606 period, he put a little adjustment that allowed them to change their price no greater than
607 two percent per year based upon their cost of doing the work. It was important to give the
608 vendor something to get to the longer period, and he thought the longer period was a better
609 contract for the District to try to get consistency and quality in this project on a longer basis
610 than previously.

611 Mr. Refkin understood Miromar used Estate, asking when that contract expired.

612 Mr. Elgin indicated Miromar just renewed their contract with Estate.

613 Mr. Kollmann replied the renewed contract went for seven years starting January
614 2015.

615 Mr. Refkin recalled the last time the subject contract came up, there were some
616 synergies that worked out very well.

617 Mr. Kollmann mentioned a few months ago they won a national award for the
618 landscaping maintenance they did through the District and the HOAs, a copy of which he
619 distributed to the Board. The District was a part of the award, as Estate won it through its
620 partnership with both the HOA's and the CDD. He agreed there was some synergy with the
621 various entities working together, and he appreciated the Board's consideration of their
622 qualifications to work for the District.

623 Dr. Herring asked if the District's hands were tied about extending the contract.

624 Mr. Ward affirmed there was no provision in the present contract to permit an
625 extension, and State law is very clear that if the contract value was over \$195,000, it had to
626 go out to bid.

627 Mr. Refkin reiterated if the contract was broken up in portions of less than
628 \$195,000, then it would not have to go out to bid.

629 Mr. Ward stated that possibility was discussed with Mr. Urbancic and that essentially
630 circumvents the law.

631 Mr. Urbancic remarked on there being some clause about when such services were
632 aggregated, etc. but that is just doing an end run around the law.

633 Mr. Refkin commented if the system was not broken, then there was no reason to fix
634 it, and he felt the District's landscaping looked very good.

635 Dr. Herring thought breaking up the landscaping contract might be a good idea.

636 Mr. Donoho said it was likely the District would end up paying more for those services
637 if they were broken up.

638 Mr. Ward stated that from my perspective, this is the last thing that we need to do
639 right now, and bid a contract simply because it's over some arbitrary threshold, there is a
640 ton of work on a lot of people's part to bid this contract, and if would have been much
641 simpler to extend the existing contract, especially since we have a good contractor and
642 quality work being provided, unfortunately, we do not seem to have that choice.

643 Dr. Herring mentioned the District had the ability to cancel the contract if dissatisfied.

644 Mr. Elgin remarked he was the District's asset manager when the CDD component of
645 the maintenance contract was created, and that contract lacked recurring renewal language
646 that would satisfy the current CDD Board; the new contract added a lot of flexibility. He did
647 not expect the quality to go down, and it involved an enormous work, and it was the

648 contracts and the statutes that bound the District, but the process was in the best interest
649 of the District from many standpoints, including legal, long-term contractual securing down
650 the road, etc.

651 Mr. Donoho thought the good thing about the seven one-year deals, that if the
652 performance went down, the District could get out of the agreement.

653 Dr. Herring observed that there were a number of brilliant financial minds present,
654 and he wondered if they should be involved in looking at the prequalification bids, as they
655 had extensive business experience, and they could see factors that could benefit residents.

656 Mr. Donoho felt the others and he were not qualified to review a landscape, etc. bid,
657 as that was very specialized field, and the team selected to review the bids submitted to the
658 District.

659 Mr. Urbancic stated the results of the bid process would be put together in a
660 readable format for the Board.

661 Dr. Herring commented it was not just a matter of the bottom line number, as if it
662 was there would be no need for further discussion.

663 Mr. Refkin stated why this was important, was the last time there was bid
664 consideration, it was not an exact match on what the various vendors would do, so the
665 Board had to rely upon someone to explain what each vendor would be doing or not doing
666 and their cost to provide those services. It was a very complicated effort to try to put the
667 bids on an equal playing field.

668 Mr. Kollmann confirmed at the last bid, their competitor came in with a lower bid, but
669 they had left out some of the services the District required in the services they sought.

670 **d. District Manager**

671 **I. Financial statements for the period ending December 31, 2014**

672 Mr. Ward stated, in relation to the District's December 31 financial statements, he
673 was impressed that the District received 84 percent of its revenue at this point on the
674 General Fund from taxpayers. This was always a good sign at this time. Expenses were in
675 line with the budget, and he saw no issues with the financial statements. He remarked on
676 the issue of the District's website, for which he sent the Board an email, noting the website
677 was operations as of today and was called www.miromarlakescdd.org. He encouraged the
678 Board to look at it, stating he would send them an email with the website's name; the site

679 met all the statutory requirements the District had to go through in the present year for the
680 disclosure of information. The website would have upgrades and have other changes made
681 on a periodic and regular basis; for example, the Board’s February agenda was posted to the
682 website, as well as the landscaping RFP for the Board and residents to view.

683
684 **EIGHTH ORDER OF BUSINESS** **Supervisor’s** **Requests/Audience**
685 **Comments**

686
687 None

688
689 **NINTH ORDER OF BUSINESS** **Adjournment**

690
691
692 **On MOTION by Mr. Refkin, seconded by Mr. Ballinger, with all in**
693 **favor of adjourning at 3:14 p.m.**

694
695
696
697 _____
698 James P. Ward, Secretary

Mike Hendershot, Chairman



Memorandum

Fort Lauderdale Office · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
 West Palm Beach Office · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date: March 2, 2015

To: Mr. Jim Ward

From: Bruce Bernard

Subject: Miromar Lakes Maintenance Landscaping Bid Synopses

Project: Miromar Lakes Project No. 14-7438

The bid specifications were compiled to include all outstanding items currently in this year's contract that were additions from the original contract dated May 2010. We also reviewed the original bid documents for areas requiring additional specifications to enhance both the maintenance operation and the appearance of the landscaping foliage within the segments under contract.

1. Under Scope:
 - a. Scheduled mandatory pre-bid meeting with 5% bid bond requirement to enhance the quality firms to participate in bid process.

2. Under Section 2- General Conditions:
 - a. Outlined specific terms and conditions of contract.
 - b. Increased insurance requirement for liability insurance.
 - c. Enhanced the extra work portion of the contract language for any additional work compensation requested by the contractor.

3. Under Section 5- Detailed Specifications:
 - a. Outlined each segment of existing facilities to maintain.
 - b. Proved detailed specifications for turf and fertilization with timeframe for application of fertilizer.
 - c. Included all whitefly spraying, and weed control treatment parameters.
 - d. Portering service to be performed twice each week to remove trash and debris from landscape areas.

4. Bid Price and Monthly Bid Schedule Forms:
 - a. Prepared Bid Form to breakdown the ten segments within the CDD landscaping program, to receive a price on all turf maintenance items per section for future use.
 - b. Monthly Bid Schedule form developed to pay for all services completed on a monthly basis and not pay bid at flat rate of one twelfth of bid amount per month.
 - c. Segregated the remaining portions of irrigation maintenance, weed and disease control applications and whitefly spraying for effect monitoring of each costs.
 - d. Included all mulch installation labor and material costs for the project.



Memorandum

With the bid package enhancements and specification updates being completed both contractor and client will be well informed and able to effectively monitor the various aspects of this contract once awarded.

CGA has reviewed both responsive bidders' proposals and forward our recommendation of Estate Landscaping Services for the annual landscaping maintenance bid award.

Estate Landscaping Yearly Bid Amounts per Bid Document terms with two percent (2%) maximum yearly cost increase.

June 1, 2105- \$431,028.75	June 1, 2019- \$466,559.37
June 1, 2016 - \$439,649.33	June 1, 2020- \$475,891.36
June 1, 2017 - \$448,442.30	June 1, 2021- \$485,409.19
June 1, 2018 - \$457,411.15	June 1, 2022- \$495,117.37

**Miromar Lakes Community Development District
Landscaping Bid Analysis - March 12 2015 Board Meeting**

Landscaping Services	FY 2015 Budget	Estate Contract Current	Bids	
			Estate	Mainguy (1)
Repairs & Maintenance				
Public Area Landscaping	\$ 361,100.00	\$ 302,000.00	\$ 164,495.88	\$ 391,790.00
Description	Amount			
Current Contract	\$302,000			
Whitefly Treatment:				
Hedges	\$23,600	\$ 23,600.00	\$ 23,675.00	\$ 7,425.00
Trees	\$19,200	\$ 19,200.00	\$ 19,263.00	\$ 13,400.00
Coconut Palms	\$6,300	\$ 6,300.00	\$ 6,239.00	\$ 2,560.00
Contingency	\$10,000			
Total:	\$361,100			
Irrigation System	\$ 3,000.00	\$ 3,000.00	\$ 33,133.33	\$ 58,740.00
Weed, Disease and Fertilization Control			\$ 99,715.12	\$ 74,475.00
Mulch, Tree Pruning, Portering	\$ 60,000.00	\$ 57,296.87	\$ 84,507.43	\$ 71,628.00
Total:	\$ 424,100.00	\$ 411,396.87	\$ 431,028.76	\$ 620,018.00

Overall - taking out the contingency line item in the District's budget of \$10,000.00 (noted above) - the lowest responsive and responsible bidder is approximately \$17,000 over the FY 2015 Budget - and \$19,600 over the

(1) - NOTE: The bid from Mainguy is NOT responsive, it lacked any of the required elements, other than price.

Miramar Lakes COD Landscape Bid Pricing Form 2015

**A. Section I Landscape Maintenance
(Turf, Shrubbery, Palm & Tree Mowing, Edging, Pruning)
(Sections per Miramar CDD Bid Exhibit)**

		Mainguy Landscape Services	Estate Landscape Lawn Management
Section 1	Interstate 75 Buffer	\$ 24,398.00 LS	\$ 18,410.22 LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$ 19,827.00 LS	\$ 3,734.69 LS
Section 3	Ben Hill SW Berm	\$ 46,266.00 LS	\$ 11,204.08 LS
Section 4	Ben Hill NW Berm	\$ 48,426.00 LS	\$ 7,469.39 LS
Section 5	Ben Hill SE Berm	\$ 30,706.00 LS	\$ 3,734.69 LS
Section 6	Ben Hill NE Berm	\$ 51,012.00 LS	\$ 11,204.08 LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$ 43,603.00 LS	\$ 15,278.38 LS
Section 8	Peninsula East Buffer	\$ 72,556.00 LS	\$ 28,237.06 LS
Section 9	Florida Gulf Coast University Berm	\$ 11,832.00 LS	\$ 23,320.02 LS
Section 10	Ben Hill Median	\$ 43,164.00 LS	\$ 41,903.26 LS

B. Irrigation System Maintenance

System Maintenance	\$ 55,740.00 LS	\$ 30,133.33 LS
Irrigation Repair Allowance	\$ 3,000.00 LS	\$ 3,000.00 LS
Sub-Total	\$ 450,530.00 LS	\$ 197,629.21 LS

A. Section II Control Applications

Weed, Disease, Fertilization, Insect (Turf, Shrubbery, Palm & Tree)

Section 1	Interstate 75 Buffer	\$ 7,680.00 LS	\$ 18,433.89 LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$ 7,680.00 LS	\$ 2,574.73 LS
Section 3	Ben Hill SW Berm	\$ 7,020.00 LS	\$ 7,724.19 LS
Section 4	Ben Hill NW Berm	\$ 7,020.00 LS	\$ 5,149.46 LS
Section 5	Ben Hill SE Berm	\$ 4,200.00 LS	\$ 2,574.73 LS
Section 6	Ben Hill NE Berm	\$ 8,370.00 LS	\$ 7,724.19 LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$ 9,030.00 LS	\$ 12,343.71 LS
Section 8	Peninsula East Buffer	\$ 12,870.00 LS	\$ 27,626.19 LS
Section 9	Florida Gulf Coast University Berm	\$ 4,065.00 LS	\$ 6,525.84 LS
Section 10	Ben Hill Median	\$ 6,540.00 LS	\$ 9,038.19 LS

**B. Whitefly
control**

Ficus Hedges (approx. 8,250 Lft)	\$ 7,425.00 LS	\$ 23,675.00 LS
Ficus Trees (approx. 670 trees)	\$ 13,400.00 LS	\$ 19,263.00 LS
Coconut Spirling Trees	\$ 2,560.00 LS	\$ 6,239.00 LS
Sub-Total	\$ 97,860.00 LS	\$ 148,892.12 LS

A. Section III

Turf Replacement

Miramar Lakes COD Landscape Bid Pricing Form 2015

**A. Section I Landscape Maintenance
(Turf, Shrubbery, Palm & Tree Mowing, Edging, Pruning)
(Sections per Miramar CDD Bid Exhibit)**

	Mainguy		Estate Landscape	
	Landscape Services		Lawn Management	
Floratam	\$ 0.70	SF	\$ 0.67	SF
Bahia	\$ 0.65	SF	\$ 0.46	SF
Zoysia	\$ 0.95	SF	\$ 0.72	SF
Mulch - Material	\$ 1,620.00	LS	\$ 19,745.88	LS
Mulch - Labor	\$ 1,620.00	LS	\$ 16,125.93	LS
Straw - Material (2,300 bales)	\$ 13,225.00	LS	\$ 6,325.00	LS
Straw - Labor	\$ 12,113.00	LS	\$ 4,715.00	LS
Tree pruning	\$ 35,640.00	LS	\$ 29,510.12	LS
Portering	\$ 7,410.00	LS	\$ 8,085.50	LS
Sub-Total	\$ 71,628.00	LS	\$ 84,507.43	LS
Total Amount (Addition of Subtotals I,II,III)	\$ 620,018.00	LS	\$ 431,028.76	LS

Sections I,II and Portering will be billed on monthly bid schedule, less 10% retainage to be billed quarterly. Section III tree pruning and mulch will be billed in full after work is completed and approved.

Bid bond	Yes	Yes
CD flash drive	Yes	Yes
Crime entity	Yes	Yes

Mainguy Landscape Services	Discrepancy Section III Addition (\$71,630.30)
Estate Landscaping & Lawn Management	Discrepancy Section III Addition (\$84,509.28)

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND PORTERING SERVICES OF
RIGHTS-OF-WAY, AND SIMILAR PLANTING AREAS WITHIN THE DISTRICT

BID SPECIFICATIONS

January 2015

TABLE OF CONTENTS

SECTION	PAGE NUMBER
1. NOTICE TO BIDDERS	3
2. INSTRUCTIONS TO BIDDERS	4-7
3. GENERAL CONDITIONS	8-20
4. CONTRACT/AGREEMENT	21-24
5. PROPOSAL	25-26
6. DETAILED SPECIFICATIONS	27-37
7. SCHEDULE OF BID ITEMS	38-42

**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT
NOTICE TO BIDDERS**

**LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS, BERMS, WATER MANAGEMENT AREAS AND
SIMILAR PLANTING AREAS WITHIN THE DISTRICT**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), LEE COUNTY, FLORIDA, until 12:00 p.m., local time, February 24, 2015, at the offices of the District Engineer, Mr. Charlie Krebs, Hole Montes and Associates, 6200 Whiskey Creek Drive, Fort Myers, Florida 33919 and commencing at 1:00 p.m. on February 27, 2015, such bids as received will be opened and read aloud at the Offices of Hole Montes Engineering, 6200 Whiskey Creek Drive, Fort Myers, Florida 33919.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of grass and landscaped areas, which includes the maintenance of sprinkler systems, fertilization and weeding as required, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the offices of the District Manager, JP Ward and Associates, LLC 2041 NE 6th Terrace, Wilton Manors, Florida 33305 or by phone at 954-658-4900.

A mandatory pre-bid conference will be held on **Thursday, February 12, 2015** beginning at 9:00 a.m. local time at the following location: **Miromar Lakes Golf Clubhouse Parking Lot, 18520 Miromar Lakes Blvd., Miromar Lakes, FL 33913**. A presentation, discussion and tour of the facilities will be conducted at this time. Bids will be accepted only from those contractors who have representative(s) at the conference.

The Bidder shall submit a sealed and clearly marked envelope that includes both with ten (10) printed proposals along with an electronic version of the entire proposal in pdf format to be marked as follows: "Miromar Lakes Community Development District – Landscape Maintenance Proposals".

A certified or cashiers' check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Guarantee"), made payable to Miromar Lakes Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in these bid specifications.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

**Miromar Lakes Community Development District
JAMES P. WARD, DISTRICT MANAGER**

SECTION 1

INSTRUCTIONS TO BIDDERS

1.01 SEALED PROPOSALS- Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

1.02 DEFINITION OF TERMS- Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

District:	Miromar Lakes Community Development District
Bidder:	Any Person, firm or corporation submitting a proposal for the work covered by these specifications or his duly authorized representative
Contractor:	The person, firm or corporation with whom the District has executed a contract for the work herein specified
Manufacturer or Supplier:	Any person, firm or corporation other than the contractor, supplying labor, material or equipment for the work herein specified

1.03 DELIVERY OF PROPOSALS- The proposer shall submit a sealed and clearly marked envelope that includes both with ten (10) printed proposals and a pdf cd to be marked as follows: "Miromar Lakes Community Development District – Landscape Maintenance Proposals".

1.04 PROPOSAL GUARANTY- A certified or cashiers check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the District, in accordance with section 2.15 in the Instructions to Bidders. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to the Miromar Lakes Community Development District.

1.05 PROPOSAL FORMS- The Bidder shall submit his proposal on the forms, or an exact copy of the forms furnished herein. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to do each item of work called for.

1.06 SIGNATURE ON PROPOSAL- The Bidder shall sign its proposal correctly. If the proposal is made by an individual, its name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of its authority to do so.

1.07 FAMILIARITY WITH LAWS- The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure of the Bidder to familiarize itself with applicable laws will in no way relieve the Bidder from responsibility. By execution of the proposal, Bidder represents the Bidder has familiarized itself with all such laws, ordinances, rules and regulations.

1.08 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK- The Bidder is required, before submitting its proposal, to visit the site of the proposed work and familiarize itself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications, form of agreement, and to inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1.09 QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT-If requested by the District, Bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.

1.10 QUALIFICATION OF BIDDERS- It is required that all Bidders enclose with their sealed bids the following information:

- A. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Occupational License w/number and date of expiration, Restricted Pesticide License status, and banking and credit references.
- B. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
- C. List similar contracts for landscape maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- D. The contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
- E. The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The Bidder shall submit, with its bid, satisfactory evidence of its experience in like work and that the Bidder is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.

1.11 DISQUALIFICATION OF BIDDER- More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced in the sole and absolute discretion of the District will be rejected.

1.12 RIGHT TO REJECT PROPOSALS- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the District any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in writing to all Bidders by facsimile, e-mail, United States Mail or by hand delivery.

1.13 AWARD OF CONTRACT- The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality Bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidders and the District is satisfied that the Bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified. The District shall provide all Bidders with a notice of its decision to award or intent to award the contract by facsimile, e-mail, United States Mail or by hand delivery.

1.14 BID PROTEST- Any Bidder desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays) from the date of notification. The formal written protest shall contain, but not be limited to, the following information:

- a) the bid or proposal number and/or title
- b) the name and address of the protesting party
- c) a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
- d) a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
- e) a demand for relief to which the protesting party deems itself entitled
- f) such other information as the protesting party deems itself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review any timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and District Counsel.

The person conducting the hearing shall administer the oaths and affirmations and shall regulate the course of the hearing, including any prehearing matters, make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision.

1.15 RETURN OF THE PROPOSAL GUARANTY- As soon as the bid prices have been compared, the District may, at the Districts discretion, return the guaranty accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All proposal guarantees bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides District with all required Bonds and certificates of insurance.

1.16 EXECUTION OF CONTRACT- Immediately following the award of the contract to the Bidder by the District, the District Counsel will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of contract which is attached to the various papers which were delivered by the District or its representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.

1.17 FAILURE TO EXECUTE THE CONTRACT- The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount the proposal guaranty deposited with the proposal, either in the form of a certified or cashier's check, a bid bond, will be retained or paid upon demand by the District, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the District will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.

1.18 TIME AND AWARD- The District reserves the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors .

1.19 BID MODIFICATIONS- No modifications shall be submitted by Bidder or accepted by the District.

* Responsive Bidder: Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

** Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work .

SECTION 2

GENERAL CONDITIONS

2.01 DEFINITIONS -Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used; the intent and meaning for such terms shall be interpreted as follows:

1. Addenda: A written explanation, interpretation, change correction, addition, deletion, or modification, affecting the Contract Documents, including Specifications issued by the District and distributed to the prospective Bidder(s) prior to the bid opening.
2. Affidavit: The instrument which is to be signed by the Contractor and submitted to the District, upon completion of that job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the District incident to partial payments.
3. "And" -"or": The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
4. Article: The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and General Conditions.
5. Bidder: An individual, firm, or corporation submitting a Proposal for the Work contemplated; acting directly or through the duly authorized representative.
6. Proposal Guaranty: The bid security or bid bond designated in the Proposal to be furnished by the Bidder as guaranty that he will enter into Contract for the Work, if its Proposal is accepted. Guaranty is 5% of the total bid amount and outlined in Instructions to Bidders in Section 1.04.
7. Calendar Day: Any day, including Saturday, Sunday and holidays, and regardless of the weather conditions.
8. Change Order: A written order to the Contractor signed by the District authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the Contract time issued after execution of the Contract.
9. Contractor: The person submitting a Proposal accepted by the District and who thereafter enters into a formal contract with the District to furnish the Work bid upon. The Contractor has the obligation to deliver to the District the completed job in good and workmanlike condition.
10. Contract Bond: The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Specifications and other Contract Documents, also referred to here as the Performance Bond. (IF REQUESTED)
11. Contract Documents: The Contract Documents, sometimes referred to as the Specifications, shall mean and include all part of the following:
 - a. Notice to Contractor
 - b. Instructions to Bidders
 - c. General Conditions
 - d. Contract/Agreement
12. Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper landscape maintenance and acceptable completion of the Work.

13. Force Account Work: Work performed in addition to that set forth in the original Contract or in supplemental agreement or change orders, and which is paid for on the basis of actual cost of material and labor, plus a fixed percentage of such cost.
14. Landscape Maintenance: Landscaping maintenance includes the activities necessary to properly maintain right-of-ways, water management areas, lawns and similar planted areas, and repair of damaged irrigation systems. Activities may include mowing, edging, removal of weeds, fertilization, watering, pruning of trees and shrubs, controlling insects and disease.
15. Materials: Any substance proposed to be used in connection with the construction of any structure, facility or appurtenance, or of Work, either by the Contractor or by its Subcontractors and any substance or equipment purchased by the Contractor for resale to the Owner under this Contract.
16. Notices:
 - a. Notice of Acceptance: The official letter from the District to the successful Bidder, notifying him that he has been awarded the Contract.
 - b. Notice of Award: Same as Notice of Acceptance
 - c. Notice to Proceed: The official letter from the District to the Contractor instructing the Contractor to commence Work under the contract.
17. Person: The word "person" shall mean and include any individual, partnership, society, association, joint venture company, corporation, Limited Liability Company, or other recognized Legal entity, estate, receiver, trustee, assignee, reference, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
18. Principal: When used in the Proposal Guaranty, the word "Principal" means the same as the word "Bidder". When used in the Contract Bond, the word "Principal" means the same as the word "Contractor".
19. Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
20. Proposal: The offer of the Bidder for the Work when completely filled out and timely submitted on the prescribed Proposal Form, properly signed and guaranteed.
21. Proposal Form: The official form on which the District requires formal bids to be prepared and submitted.
22. Provided: As used in the Specifications, provided shall be understood to mean "provide complete in place" that is, "furnish and installed". Where as shown, as indicated, as detailed or words of similar import are used it shall be understood that references to the Specifications accompanying these documents are intended unless otherwise expressly stated.
23. Resident Project Representative: An authorized representative and/or employee of the District assigned to the project to make observations of the Work performed by the Contractor.
24. Scope of Work: Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Document
25. Specifications: The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.

26. Special Conditions: Specific clauses supplemental to the other Contract Documents setting forth conditions which vary from or are in addition to the other Contract Documents.
27. State: State of Florida.
28. Subcontractor: A person supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor, but not with the District.
29. Superintendent: The Contractor's authorized executive representative, is responsible for the work at all times.
30. Surety: The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the Work for which the Contract has been made and for his prompt payment of all debts pertaining thereto.
31. Work Order: A written authorization to the Contractor signed by the District, concerning the performance of Work and/or the furnishing of materials on a Force Account Basis as provided in General Conditions.
32. Work: Everything expressed or implied, required to be furnished and/or done by the Contractor by anyone or more of the Contract Documents, including any change orders modifying the Work to include additional areas not currently included in the contract documents.

2.02 OBLIGATIONS OF BIDDER TO INFORM ITSELF AS TO ALL CONDITIONS RELATING TO PROTECT.

1. The Bidder, by and through the submission of its bid, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied itself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds sprinklers and irrigation systems, roads, sidewalks and paved paths, ground surface and subsurface, and another conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work may be included in the prices of the bid and thereby provide for the satisfactory landscape maintenance thereof.
2. The Bidder, in preparing its bid, shall take into consideration any and all work by other contractors which may be in progress at or near the site during the performance of the Work to which the bid relates, and that he will be expected should he be awarded the Contract, to avoid interference with work done by such other contractors and to coordinate his Work with other contractors at the site.

2.03 EXAMINATION OF CONTRACT DOCUMENTS -The Bidder shall examine carefully the specifications and other Contract Documents, and inform itself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the Work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve the contractor of the obligations and responsibilities assumed under the Contract.

2.04 DISCREPANCIES -Should the Bidder find discrepancies or ambiguities in, or omissions from the Specifications, or should he be in doubt as to their meaning, the Bidder shall at once notify the District.

2.05 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING -No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of bids will be given consideration. Addenda will be mailed or sent by available means to all known prospective Bidders not later three (3) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such Addenda in the space provided therefore in the Proposal Form. In case any Bidder fails to acknowledge receipt of such Addenda or Addendum, its bid will nevertheless be construed as through it had been received and acknowledged and the submission of its bid will constitute acknowledgment of the receipt of same. It is the responsibility of each prospective Bidder to verify that it has received all Addenda issued before bids are open. Send all inquiries or requests to Calvin, Giordano & Associates, Inc., Attn: bbernard@cgasolutions.com.

2.06 PREPARATION OF THE BID.

1. Signature of the Bidder: The Bidder must sign the Proposal Form in the space provided for the signature. If the Bidder is an individual, the words "doing business as", or "sole owner" must appear beneath such signature. In the case of a partnership, the signature of the required number of partners must follow the firm name and evidence of the partners' authority must be submitted. The words "authorized member of the partnership" should be written beneath such signature. If the Bidder is a corporation, Limited Liability Company, or other Legal entity the title of the officer signing the Proposal on behalf of the Legal entity shall be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested and provide evidence of each person's authority to act on behalf of the Bidder.
2. Basis for Bidding: The price for each item shall be on a lump sum or unit price basis according to the form of Proposal.
3. Price Bid: The Price for the Work shall be the sum of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. In the event that there is a discrepancy on the Proposal Form due to the unit price extensions or additions, the corrected extension and additions shall be used to determine the project bid amount.
4. Submission of bids:
 - a. Each bid must be submitted on the Proposal Form as furnished together with suitable Proposal Guaranty, herein described.
 - b. The above proposal and Proposal Guaranty must be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above -mentioned envelope shall be enclosed in another envelope addressed to Miromar Lakes CDD, Attention: Hole Montes, and Associates, Mr. Charlie Krebs, P.E., 6200 Whiskey Creek Drive, Fort Myers, FL 33919,. Proposals will be received until the date and hour stated in the advertisement or notification provided for the Bids. Bids will be submitted in one pdf file, no greater than 2 mb on a cd or flash drive and 10 printed proposal packages, including crime entity form. All bid proposal items must be included on cd or bid will **not** be considered.
 - c. The Bidder must submit with its bid an accompanying letter in which he shall list the name and addresses of its major Subcontractors together with the services they will supply. These Subcontractors will be subject to review as to their competency by the District prior to award of Contract and shall be one of the considerations in determining the lowest responsible Bidder as defined hereinafter. After award of Contract, no change in Subcontractors shall be made unless approved by the District

in writing by the Contractor which shall include the reasons for such request.

- d. The Bidder shall submit with his Proposal evidence in Landscape Maintenance and financial status by providing the following:
- i. Proof that he maintains a permanent place of business; and
 - ii. Proof that he has adequate plant, machinery, manpower and equipment, and can do the Work properly, expeditiously and in high quality manner in order to meet time and budget requirements; and
 - iii. Proof of recent, current and projected workloads of the Firm, together with evidence of previously awarded contracts to the Firm by Owner; and
 - iv. Proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; and
 - v. Proof that he has successful contractual and technical experience in Work of Similar Contracts, size and scope within Lee County and/or surrounding areas; and
 - vi. Proof that he has all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Bidder and the Work detailed in the Contract Documents; and
 - vii. Proof that all the Subcontractors he proposes to use hold all valid necessary state, county and local licenses, and certificates of competency covering all operations of said Subcontractors.

2.07 WITHDRAWAL OF BIDS -Any bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening thereof. A bid may also be withdrawn ninety (90) days after the date of the bids, provided that the Bidder has not been notified that his bid has been accepted.

2.08 OPENING OF BIDS -Bids will be publicly opened and read aloud at the appointed time and place stated in the Advertisement or notification provided for the Bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agent are invited to be present at the Office of Hole Montesand Associates on February 27, 2015 for the seal bid opening at 1:00 p.m.

2.09 CONSIDERATION OF BIDS -For the purpose of award, after Proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered to have been made available to the public. Until the final award of the Contract, the right will be reserved to reject any and all Proposals and to waive technical errors and irregularities as may be deemed best for the interests of the District.

2.10 INTENT AND CORRELATION OF DOCUMENTS -The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied itself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. It is further understood that, upon the award of the Contract, no deviation will be allowed from the initial interpretation thereof. The intent of the Contract Documents is to include all labor, materials, supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the Work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition,

provide all Work and materials not shown in detail but necessary for completion of the Contract Documents and shall apply equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor or by any Subcontractor.

2.11 NOTICE AND SERVICE -All notices, demands, requests, instructions, approvals and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other offices as the Contractor may from time to time designate in writing), or if deposited in the United States mail in a sealed postage prepaid envelope, or if delivered with charges prepaid to any telegraph company of transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the District, or to any of its representatives or any other notices or demands shall unless otherwise specified in writing to the Contractor, be delivered to the office of Miromar Lakes Community Development District, 2041 N.E. 6th Terrace, Wilton Manors, Florida 33305, Attention: James Ward, District Manager or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or, in the case of other representatives of the District to such other address as the District may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with U.S. Postal Service.

2.12 TERMS OF CONTRACT.

1. The Initial Term of the Contract shall commence upon Notice to Proceed and shall expire on May 30, 2016, at the price(s) stated in the Proposal. Contract may be extended for additional twelve-month periods upon mutual consent of both parties; with any price increase that does not exceed 2% of the prior year's contract total, in which case, the contract shall be rebid. The District reserves the option to extend this contract for an additional seven (7) one year periods if it is warranted.
2. The District reserves the right to terminate the Contract in accordance with the provisions of Section 2.31 herein.

2.13 EMPLOYEES -The Contractor shall at all times enforce strict discipline and good order among its employees and the employees of any subcontractors, and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to said person, or anyone who has not appropriate permits to legally work in the Country. Subcontractors whose work is unsatisfactory to the District or who are considered by the District's Resident Project Representative as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Work.

All labor described in these Specifications or indicated on the Work specified or indicated, shall be executed in a high quality, thorough substantial and Workman like manner and by people skilled in the applicable trade.

All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Work included in this contract.

2.14 SALES TAX AND EXCISE TAX -All sales tax and excise tax shall be paid by the Contractor

2.15 SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR -The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District and Resident Asset Manager and with other Contractors in every way possible.

The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the Work, as its agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work on site when Contractor's employees are performing Work under this contract. Such superintendent shall be furnished irrespective of the amount of the Work sublet.

The Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performances of the Work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor; its Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by the Contractor, on the Work. At the time of the execution of the Contract, the Contractor shall furnish to the District and the District's Agent Certificates of Insurance evidencing the existence of the insurance policies as required herein.

2.16 SURVEYS PERMITS AND REGULATIONS -Both temporary and permanent permits, licenses and any other approvals necessary for the prosecution of the Work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the District and all its supervisors, officers, employees, agents and servants, against any claims or liability arising from, or based on, the violation, of any such laws, ordinances, regulations, orders or decrees, whether by itself, its employees, agents or Subcontractors.

2.17 PROTECTION OF PROPERTY AND THE PUBLIC -The Contractor shall continually maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract. The Contractor shall make redress for any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the Work.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise; he shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the Work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or about the Work.

In an emergency affecting the safety of life, of the Work, or of adjoining property, the Contractor shall act promptly at its discretion to prevent such threatened loss or injury, and shall so act, without appeal if so instructed or authorized.

Any request for compensation claimed by the Contractor on account of emergency Work shall be reviewed by the District upon Contractor submitting proof and documentation to the District, and within thirty (30) days of receipt of all necessary documents, Districts shall make a determination.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by the Contractor or its employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and Subcontractor's employees.

Contractor shall duly protect buildings, sidewalks, fences, shade trees, lawns and all other improvements from damage. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

2.18 INSURANCE.

1. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of its employees employed at the site of the Work and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous Work under this Contract at the site of project are not protected under the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.
2. The Contractor shall provide and maintain during the life of this Contract, insurance that will protect the Contractor and any Subcontractor performing work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Contract insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the Work, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to

injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a limit of \$3,000,000.00 in policy as follows: Breakdown per occurrence and aggregate, Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The District shall be named as an additional insured.

Insurance shall be provided with a limit of \$2,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance. The District shall be named as an additional insured.

3. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein .
4. At the time of execution of the Contract, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

2.19 PERFORMANCE BOND -The Contractor shall obtain a Performance Bond acceptable to the District in an amount not less than One Hundred Ten Percent (110%) of the Contract amount to insure full, faithful and complete compliance with and performance of the Contract. Such Bond shall be obtained from a firm 'or agency licensed to provide same in the State of Florida in lieu of posting said Performance Bond, the Contractor will agree to the payment of the Contract price each month during the term and course of the Contract, less 10%, with this remainder to be held by District as retainage to insure the complete and faithful performance of all the terms of the Contract. The DISTRICT shall return Retainage at the end of each quarter subject to complete and faithful performance of all the terms of the Contract.

2.20 AUTHORITY OF OWNER -The District shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to any failure on the part of the Contractor to carry out orders given by District or the Resident Project Representative(s). The Contractor shall not suspend the Work necessary and convenient to perform Landscape Maintenance without the written permission of the District.

2.21 EXAMINATION OF THE WORK -The authority and duties of the District's Resident Project Representative (s) are limited to examining the materials furnished, observing the Work done, and reporting their findings on weekly site visitations. The District does not underwrite, guarantee or insure the Work done by the Contractor. It is the Contractor's responsibility to perform the Work under the Contract Documents.

It is the Contractor's responsibility to perform the Work in all details in accordance with the Contract Documents, and the District shall never be responsible or liable to the Contractor's or any other party by reason of the Contractor's failure to do so. Any failure by the District or the Resident Project Representative to discover defects or deficiencies in the Work of the Contractor shall not release Contractor from its liability therefore to the District, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any

Resident Project Representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract Documents.

2.22 DEFECTIVE WORK -Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and Resident Project Representative and in accordance with the requirements of the Contract, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under its Contract. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contract in default, in which case the District at its option may cancel the Contract and contract with any other individual, firm or corporation to perform the Work.

All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due the Contractor. Any special Work performed, as described herein, shall not relieve the Contractor in any way from its responsibility for the Work performed by the Contractor.

2.23 EXTRA WORK -The Contractor shall do all extra Work not specified herein that may be ordered in writing by the District. For the Work, the Contractor shall be paid at the rate named in the Contract for the Work of a similar nature and character. Except, as hereinafter provided, all extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor. However, if the Contractor and District fail to agree on a equitable price for any extra Work ordered, it shall be performed by using labor, tools, equipment, and materials, as may be specified by the District, and will be paid for in the following manner:

1. For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work.

In addition, the Contractor shall be paid the actual cost of paying Social Security taxes and premiums for Unemployment Insurance, Workmen's Compensation Insurance and Contractor's Public Liability and Property Damage Insurance involved in such extra Work, based on the actual wages paid to such labor.

2. For all material used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
3. For any special machinery or special equipment, including fuel and lubricants therefore, required for the performance of extra work, the District shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the District shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the District and shall be signed by both the representative of Contractor and District referred to herein, one copy being submitted to the District and the other being retained by the Contractor.

2.24 CANCELED ITEMS AND PAYMENTS THEREFORE -If the Contractor shall fail to begin the Work called for by the Contract within the time specified, or shall fail to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work within the prescribed time, or shall perform the Work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the District may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the District shall, have full power and authority, without violating the Contract, to take the prosecution of the Work out of hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into an agreement with another contractor for the completion of the Work or to use other methods as, in the opinion of the District, shall be required for the completion of the Work in an acceptable manner.

All costs and charges including, but not limited to, costs associated with delays and penalties for labor, materials, services and facilities incurred by the District together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due the Contractor.

2.25 TERMINATION -The performance of Work under this Contract may be terminated by the District in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination in accordance with the Contract.

After receipt of a Notice of Termination, and except as otherwise directed the Contractor shall:

1. Stop Work under this Contract on the date and to the extent specified in the Notice of Termination:
2. Place no further orders or Subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract as is not terminated.
3. Terminate all orders and (Subcontractors) to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontractor's, with the approval or ratification of the District to the extent he may require, which approval or ratification shall be final for all the purposes of this clause
5. Transfer title and deliver to the District, in the manner, at the times, and to extent, if any, directed by the District, the fabricated or non-fabricated parts, work in process, complete work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination.

6. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination. .
7. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Contract, which is in the possession of the Contractor, and in which the District has or may acquire an interest.
8. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the effective date of the Notice of Termination.

After receipt of a Notice of Termination, the Contractor shall submit to the District its termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one month from effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by Contractor after the effective date of the Notice of Termination.

Upon failure of the Contractor to submit its termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation. The Contractor and the District may agree upon the whole or any part of the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this clause, provided, that such agreed amount or amounts shall not exceed the total Contract price as amended accordingly and the Contractor shall be paid the agreed amount.

The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated. The fair value, as determined by the District, of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be excluded from amounts payable to the Contractor.

In arriving at the amount due the Contractor under this clause, the following shall be deducted:

- a. all un-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract,
- b. any claim which the District may have against price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to provisions of this clause, and not otherwise recovered by or credited to the District.

2.26 ACTS OF GOD AND OTHERS -The Contractor shall not be responsible for damage caused by natural catastrophe such as hurricane, hailstorm, or tornado and acts of others over which the Contractor has no control or supervision.

2.27 ASSIGNMENT OF CONTRACT -No assignment by the Contractor of this Contract or of any part thereof, or any monies due, or to become due hereunder shall be made without the prior written approval of the District.

2.28 SUBCONTRACTOR -The Contractor may utilize the service of any specialty Subcontractor on those parts of the Work, which under normal contracting practices are performed, by such specialty Subcontractors.

The Contractor shall not award any 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 his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and District.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor and the terms of the General Conditions, the Special Conditions, and other Contract Documents insofar as applicable to the Work of Subcontractor. Further, the Contractor shall maintain the same power with regards to terminating any subcontract that the District may exercise over the Contractor under any provisions of the Contract Documents.

2.29 SEPARATE CONTRACTS -The District reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work with theirs.

2.30 CONE OF SILENCE – The Cone of Silence shall be in effect from the time of advertising until the Board deliberates on the making of an award, there is a prohibition on communication with the District Manager and District. employees and any board members. The cone of silence does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the Board during any duly noticed public meeting or communications in writing at any time with the District Manager.

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SECTION 3
AGREEMENT

THIS CONTRACT made and entered into this ____ day of _____, 2015 by and between the **Miromar Lakes Community Development District, Estero, Florida**, party of the first part (hereinafter sometime called the District") and _____ party of the second part, hereinafter called the "Contractor".

WITNESSETH:

That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of landscaping areas within the Contract Documents and the portering services.

ARTICLE II.

The District shall pay the Contractor for the faithful performance of the contract in lawful money of the United States and subject to additions and deletions as provided in the contract document as follows.

ARTICLE III.

The Contractor shall commence Work on May _____, 2015, and shall be performed in accordance with these Contract Documents.

TERMINATION

The District reserves the right to cancel this contract upon thirty (30) days written notice for convenience and if work is not performed in a satisfactory manner each as determined in the sole and absolute discretion of the District. Notice of termination shall be in writing and delivered by certified mail to the Contractor. Contractor may cancel this contract upon ninety (90) day written notice delivered by written certified mail to District Manager.

ARTICLE IV. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

The Contractor has carefully examined the described Right-of-way, Water Management Areas and Similar Planting Areas and has made sufficient tests and other investigations to fully satisfy itself as to site conditions.

It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor.

Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the District as in compliance with terms of this Contract and related specifications covering said

Work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Work required by this Contract and related specifications not performed by the Contractor, after receipt of written notice in accordance with Section 2.28 of the General Conditions of such failure to perform said Work to recover reasonable cost for such Work from the Contractor or, reduce the sums of money due Contractor by the cost of such Work. Contractor agrees to comply at its sole cost and expense with Section 119-0701 Florida Statutes.

ARTICLE VI. CONTRACT DOCUMENTS

THIS CONTRACT SHALL INCLUDE THE NOTICE TO BIDDER:

General Conditions

Contract / Agreement

Landscape Maintenance Bids Form 2010

Detailed Specifications

ARTICLE VII. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with Section 2.17 with General Conditions:

DISTRICT: **Miromar Lakes CDD**
2041 N.E. 6th Terrace
Wilton Manors, Florida 33305
Attention: District Manager – James P. Ward

CONTRACTOR: _____

Address: _____

City, State & Zip Code: _____

Attention: _____

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract. (*)

Signed, Sealed and Witnessed in the presence of: As to Contractor:
Attest:

(*) In the event the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Director of Corporation, authorizing the officer who signs the Contract to do so in its behalf.

(Rest of the page intentionally left blank)

CERTIFIED RESOLUTION

I, _____ a Florida corporation organized and existing under the laws of the State of Florida (the Corporation") do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on _____ at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That _____ is empowered and authorized to execute and deliver in the name of and on behalf of the Corporation a certain contract with **Miromar Lakes CDD** dated _____ for landscape maintenance and related services, and to affix the corporate seal of the Corporation.

IN WITNESS WHEREOF, the undersigned has affixed its signature and corporate seal of the Corporation this.

Secretary

(Corporate Seal)

SECTION 4
PROPOSAL

FOR
LANDSCAPE MAINTENANCE OF RIGHT~OF-WAYS
BERMS, WATER MANAGEMENT AREAS, AND
SIMILAR PLANTING AREAS
WITHIN THE DISTRICT

Proposal of:

(Name)

(Address)

To furnish all materials, equipment and labor and perform all Work in accordance with the Contract Documents for:

Miromar Lakes CDD

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as Principal or Principals, is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties malting a bid or Proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy itself that such site is a correct and suitable one of this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from its experience and from professional advice that the Specifications are sufficient for the Work to be done and it has examined the other Contract Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General Conditions, and it has read all Addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the District in the form of contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Contract, and called for by the Specifications and in the manner specified.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUALITY OF WORK TO BE PERFORMED UNDER THE CONTRACT, IN TI-IE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND CONTRACT SPECIFICATION, THE CONTRACT SPECIFICATIONS WILL PREVAIL.

Each Bidder shall submit one bid encompassing all proposal areas; or may bid on any combination of the Proposal Areas. The District reserves the right "to award one Contract to one Bidder for all areas described in the Proposal or may award multiple Contracts to different Bidders for anyone individual Proposal Area or combination of Proposal Areas.

NOTE: FOR QUANTITIES AND DETAILED ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS ONLY THE PAYMENT PROCESS.

The Bidder further proposes and agrees to comply in all respects with time limits for commencement of the Work as stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish all required information within ten (10) consecutive calendar days after written notice being given by the District of the award of-Contract, and the undersigned agrees that in case of failure on his part to execute the said Contractor, the award of the Contract may be rescinded at the option of the District within the ten (10) consecutive calendar days after the award of the Contract.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the District. However, in utilizing the schedule, the Bidder agrees that in no event shall the compensation paid to Bidder under the Contract exceed the dollar amount of the Bidder's Proposal amount.

Bidder's Certificate No.

Bidder's Occupational License No.

WITNESS

By:

Signature of Authorized Agent

SECTION 5

DETAILED SPECIFICATIONS

5.01 SCOPE OF WORK -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of landscape area as detailed below:

Each Bidder shall submit one bid encompassing all proposal areas. It is also requested that each Bidder provide a breakdown of the total yearly cost for each of the facilities (a thruG).

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

5.02 EXISTING FACILITIES

Exhibit “A” is the map showing the locations of the facilities to be maintained by this contract.

Existing Facilities include:

- A. I-75 Berm abutting San Marino and Miromar: The southern boundary of this section is just north of the Estero Parkway Overpass on I-75 and runs to the North Miromar Lakes Boundary Marker and returns +/- 1,200 LF east toward the Miromar Lakes Golf Maintenance Facility. The scope of maintenance includes the area from the base of the Berm (FDOT Fence Line) to the ridgeline of the Berm which is delineated by the Viburnum Hedge.
- B. Ben Hill Griffin Parkway (Perimeter): The scope of maintenance includes the area from the BOC of Ben Hill up to and including maintenance of the Viburnum Hedge at the ridgeline of the berm. Extents of Sections are as delineated on the Exhibit Maps. The entrance to the Neighborhoods and the Paspalum at the Entrance to Miromar Lakes is not included in this section.
- C. Ben Hill Griffin Parkway (Median): The scope of maintenance includes the Median from the Miromar Lakes Golf Cart Overpass Bridge South to the North Entrance Road to FGCU (N. FGCU Parkway)
- D. FGCU Parkway (North) / Verona Lago Berm: – This section is comprised of two (2) different types of maintenance requirements. (1) INTERIOR – This section is defined as the area from the south curblineline of Verona Lago Drive up to and including the Dwarf Schefflera Hedge at the top of the berm. This also includes the area adjacent to a 2.42 acre lake from the waterline to the Dwarf Schefflera hedge at the peak of the berm on the western portion of this section. The dry retention area at the eastern portion of this section is not included within the proposed scope. (2) EXTERIOR – This section is defined as the area from the Chain Link Fence / Dwarf Schefflera hedge to the North curblineline of N. FGCU Parkway. Please refer to Specifications for differences in maintenance requirements of this area.
- E. Peninsula East Buffer: This area is defined as by the Berm opposite the perimeter lake channel for Miromar Lakes developed / undeveloped property. This area encompasses the area from the lake edge on the north to the outfall weir structure to the south.
- F. FGCU Berm by Athletic Facilities: The scope of services for this section includes the Berm opposite the Miromar Lakes channel, running east and west adjacent to the FGCU Athletic Facility. Maintenance to include from the edge of water to the base of the berm on the south side. Access for maintenance of this section will be through the FGCU Campus and some coordination with FGCU Maintenance Staff will be required. This section of Berm is jointly owned by both the university and Miromar Lakes.
- G. Dry Detention area #1 & # 2 located within the Verona Largo area.

5.03 MAINTENANCE SPECIFICATIONS

1. Turf Maintenance

Stenotaphrum secundatum, variety "Floritam" St Augustine grass.

- a. Mowing height shall be maintained at three (3"1/2 - 4") inches, except during periods when turf is being renovated or for other approved reasons. This will assist root-shoot relationship and help retain weed growth.
- b. The contractor shall use mower types that are identified with each type of turf listed. Dull blades shall be changed at midday per cut.
- c. The Contractor shall use mulching type mowers to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be removed at no additional cost.
- d. Bahia grass located at the Ben Hill Griffin Parkway Perimeter will be mowed weekly from April 1st thru October 31st and every other week from November 1st thru March 31st (42 times per year).
- e. Zoysia grass located at the Ben Hill Griffin Parkway Median will be mowed two times per week from May 15th thru September 15th and one time per week from September 20th thru May 10th (80 times per year).
- f. The contractor shall use .80 HOC Reel Mowers.
- g. Floritam grass located at the Ben Hill Griffin Parkway Perimeter, FGCU Parkway North, and FGCU berm by Athletic Facilities shall be mowed (48) times per year. At times, the frequency or mowing shall be modified when fertilization causes "flashes" requiring more frequent mowing or when the production of seed heads mars the appearance of the turf. The Contractor shall, weather permitting, mow the grass when the grass height reaches 1.3 times the desired cut height.
- h. The contractor shall use 3 1/2" HOC minimum
- i. The I-75 Berm/FGCU Berm by the Athletic Facilities shall be rough mowed January, March, June, July, September and November. Suggested use of a weed-eater or a walk behind weed-eater may be utilized to complete.
- j. If necessary grass clipping shall be either bagged and removed or mulched into the turf. Streets, curbs, sidewalks, bike paths, plant beds and borders shall be maintained free of grass clippings.
- k. Weather permitting, mowing operations shall be completed within one (1) working day.

2. Edging

- a. Mechanical edging of all turf grass areas next to curbs, streets, sidewalk, bike paths, beds and borders shall be done at least every cut to prevent grass encroachment over hard surfaces or onto beds or borders.
- b. Chemical edging shall not be permitted unless written approval is secured from the Resident Project Representative for the District.
- c. Dirt, trash and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the Working day.

3. Turf Fertilization

The following fertilization schedule shall be followed:

- a. Bahia - applications per year. In January, May and October, apply 1112 lbs. nitrogen, a complete slow release fertilizer per 1,000 square feet of 16-4-8 50% organic plus minor elements. Fertilizers to be complete and shall include micro-elements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the Resident Project Representative for approval prior to application. No changes or substitutions will be permitted unless the approval of the Resident Project Representative is secured. In July apply 8 lbs. per 1,000 square feet of Milorganite, or Groganite. In March and September, apply 8lbs. per 1,00 square feet of ammonium sulfate.
- b. St. Augustine Floratam - applications per year. In February and October, apply 6 lbs. per 1000 square feet of 16-4-8-50% organic with micro-elements. The composition of this formulation shall be as listed above under Bahia. In June and August, as needed, apply an organic nitrogen such as Milorganite, organo or Groganite at the rate direction listed on the bag. In March, May, November and December, apply 3 lbs. per 1,000 square feet of ammonium nitrate or 1-112 lbs. per 1,000 square feet of ammonium sulfate per application.
- c. All Zoysia Areas: Quarterly - March, June, September and December - 16-0-8 50% Slow Release - 1# N per applications. The contractor shall submit a fertilizer label to the resident project representative for approval prior to application. No changes or substitutions will be permitted unless approval of the resident project representative is secured.
- d. I-75 Berm: Fertilization of the turf, trees and shrubs shall be completed two (2) times per year - in January and May - 16-4-8.
- e. FGCU Berm by Athletic Facilities: No fertilizer will be applied to the Bahia in this area.
- f. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see 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 District Resident Project Representative when these additional applications are needed and being executed.
- g. Fertilizers containing iron shall be removed from curbs, roads, or walks to avoid staining before the sprinklers are activated after applications are needed and being executed.
- h. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- i. Soil test samples shall be taken by the Contractor to determine whether changes in pH or fertilizer formulations are indicated. The test results shall be given to the District for review by the Resident Project Representative and the Miami Dade County Horticultural Agent. If it is determined, by the Resident Project Representative after this review, that the pH or fertilizer formulations should be changed, the District will so advise the Contractor in writing and the Contractor shall implement such change, at the contractor's expense within two (2) weeks of receipt of said notice.

- j. The method of application of fertilizer shall be the responsibility of the Contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the Contractor at its expense.
- k. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the Resident Project Representative of the time and date that the Contractor will apply fertilizers. Failure on the part of the Contractor to notify the Resident Project Representative shall result in the Contractor forfeiting any and all right to payment for the applications made without notification.
- l. Prior to application of fertilizer, Contractor shall arrange for inspection of and approval of fertilizer material by District Resident Project Representative.

4. Weed Control

- a. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins. For Bahia, only Balon, Ronstar G., Betasan and Dacthal are approved by the District. For St. Augustine; only Kerb, Aslon, Betasan, Dathal and Atrazine may be used. Application times shall be appropriate to seed germination which depends upon whether the grasses are summer annuals or winter annuals.
- b. Annual grasses, annual broad leaf weeds, perennial broad leaf weeds and sedges may be treated in Bahia turf with post emergent herbicides such as the following approved by the District: 2, 4-D, Basagran, dicamba, Sencor, Asuloxz and Atrazine. Atrazine and dicamba are the two most preferred by the District except for sedge where the preference is Basagran. The chemicals listed before are safe to use on the type turf specified only when used in the correct way on mature, healthy turf at the correct dose as specified by the manufacturer.
- c. Zoysia: Treatment required in the Spring and Fall; spot spray as needed. Application: Barricade, Certainty, Quicksilver and Trimec Southern.
- d. No spraying for weeds in either type of turf may be done when there is any reasonable potential of winds causing a spray drift into surrounding plants. The only approved herbicides to be used to control selected species of sedge (*Cyherus esculentus* and *C. compressus*) are Manage and Certenty. Water the day before each application and repeat the sprays until control is achieved. *Cyherus rotundus* is tolerant to Basagran and shall be mechanically removed.
- e. Mowing intervals set forth above in "Turf" Section 1 may be relaxed during herbicidal treatment periods, with the written approval of the Resident Project Representative.
- f. If District turf is contiguous to grasses of another variety, care shall be taken by the Contractor to avoid injury to such turf. If the contiguous turf is Bermuda, do not spray it with Atrazine or 2, 4-D. If the area contiguous to Floratam is Bahia, do not spray it with Atrazine.
- g. WEED CONTROL ELSEWHERE THAN IN TURF.

THE CONTRACTOR SHALL KEEP ALL -PLANTED AREAS FREE OF WEEDS AT ALL TIMES. THIS INCLUDES THE BASES OF TREES AND SHRUBS BEDS AND BORDERS. IN GENERAL. WEEDS SHALL BE REMOVED BY HAND FROM THESE AREAS. CHEMICALS WHICH MAY CAUSE PLANT INJURY, DECLINE OR DEATH SHALL NOT BE USED. GRANULAR PRE-M AND RONSTAR G, UNDER SOME CIRCUMSTANCES, MAY BE USED FOR PREEMERGENT CONTROL AFTER WEEDS

HAVE BEEN REMOVED BY HAND.

- h. Mechanical treatment may be necessary if and when directed by District or Resident Project Representative.

5. Insect and Pest Control

- a. Turf.

An insect and pest control program designed to prevent damage to St. Augustine/Bahia turf will be provided by the Contractor on an "as needed" basis or whenever requested by the Resident Project Representative for the District. Particular attention to damage by chinch bugs, grubs, sod web worms, mole crickets will require that control programs be initiated promptly. Restricted chemicals can be used only by a certified pest control operator. Infestations by other insects and pests shall be controlled by chemicals approved by the Resident Project Representative prior to their use. Top Choice shall be used on fire ants. Apply approved chemicals for use on chiggers, fleas, ticks, and other insects. These approved chemicals may be used also on white grubs, billbugs, spittlebugs, millipedes, earwigs, sowbugs. The earwig should not be sprayed if possible as it is a useful predator of lawn caterpillars. There are many chemical controls available. The Resident Project Representative can advise the Contractor on approved formulations and the safe rates of their applications, if requested.

Floritam Turf should be treated annually in the late Spring, and Summer as needed. Required application – Imidacloprid/Bifenthrin and Acephate.

Bahia Turf should be treated two – (2) times per year with Imidacloprid/Bifenthrin.

- b. Trees and Shrubs.

Trees and Shrubs- When insects such as white flies, scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected and are reaching damaging levels on landscape plants, the contractor shall apply the appropriate control measures. These may be general purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The contractor must provide for an allowance in his bid, however, to plan for insect control. Some plants will require repeated sprays to control scale or caterpillars. The contractor shall plan for a minimum of two sprays for all plants as an average.

Whenever possible, Contractor shall use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The Contractor must provide for an allowance in its bid; however, to plan for insect control. Some plants will require no spray; others will require repeated sprays to control pests, such as and including, but not limited to scale or caterpillars. The Contractor shall plan for a minimum of two sprays for all plants as an average.

6. Disease Control

- a. Since diseases are easier to prevent than control, Contractors shall apply at least three (3) sprays per year to all plants known to be susceptible to the most common

disease such as, but not limited to: Brown Patch and Dollar Spot, Grey Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. Resident Project representative is to be informed of all such activities or problems.

- b. **Zoysia: Fungicide treatment as follows: (1) application of Heritage/Daconil in the late Fall and (1) application of 3336 in the Spring.**
- c. Tree and shrub fungicides shall be applied to assist in the prevention of diseases on susceptible species. In some cases sprays or injections will be applied to combat other living agents such as bacteria, viruses, microlasmas, algae, nematodes or virions. The best method of control shall be used by the Contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.
- d. Diseases which commonly attack plants include: Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Rizoctonia Stem Rot, Sclerotonea Rot, and Southern Wilt.
- e. If diseases are diagnosed which have no known method of control, the Resident Project Representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off the site. In some cases, as required, the Contractor shall remove infected soil and replace with new soil before replacing the diseased plant.
- f. Other chemicals to control or prevent disease may be used on selected plants subject to the Resident Project Representative's approval.
- g. The Contractor shall assume full responsibility for spray damage to plants, property or persons. The applicator shall be properly trained and licensed for commercial spraying. A photocopy of his or her license shall be provided. (LEED CERTIFICATION IS REQUIRED) Diseases of Sabals include leaf scab, phytophthora bud rot, black mildew and manganese. The Contractor shall take prompt action to control these conditions either by spraying with the appropriate chemicals such as Copper sulfate, zineb, Tru Ban and Benlate or in the case of manganese deficiency either by applying Manganese to the soil or applying it as a one percent (1 %) foliar spray.

7. Shrubs, Trees, Palms and Annuals Fertilization

- a. The Contractor shall fertilize all trees, palms, shrubs, ground covers, and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- b. The number of fertilizer applications per year for shrubs, trees and palms will normally be three (3), but (annuals) may require more applications, as noted below.
 - (1) Fertilizer application for Ficus, Shrubs and Trees shall be completed quarterly with the application as follows: Micromax 1 x - 8-2-10 - This includes all areas with the exception of the I-75 Berm, which is fertilized twice per year. Refer to Section 3.e. (Ben Hill Griffin Parkway Perimeter and Median; FGCU Parkway North; 100 acre berm and FGCU Berm by Athletic Facilities).
 - (2) Fertilizer application for Palms shall be completed quarterly with the application as follows: 8-2-10.

- c. A complete acid fertilizer such as a 13-3-13 organic with micronutrients shall be applied in February, March and September/October and at such other times as required by the District.
- d. Landscape Plantings shall be fertilized as follows:
 - Annuals and Bedding Plants -Apply 1-1 112 lbs. per 100 sq. ft. of either Osmocote,Polyon,Nutrieote when planting.
 - Small Shrubs and Ground Covers -Apply 1-1 112 pounds per plant.
 - Medium shrubs -Apply 1-1112 pounds per plant.
 - Large Shrubs -Apply 1-1 1/2 pounds per plant.

Distribution. The fertilizer shall be well scattered in an area from halfway between the stem . and the drip line of the circumference and an equal distance beyond the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator.

The Contractor shall apply fertilizers to plants which are turgid and shall water-in the fertilizer promptly and thoroughly after application.

Fertilizer which lands on leaves shall be shaken off or hosed off leaves.

Trees -measure the tree four feet above the ground and apply one half pound of fertilizer per inch of caliper per year. Do not apply fertilizer within two feet of the trunk of a small tree or within four feet of the trunk of a large tree. (Maximum of 10 lbs.)

Palms -apply a 12-2-14 or 13-13-13 analysis fertilizer with an organic nitrogen content and trace elements (Mn, Ma) at the rate of one half pound per inch of caliper per year. (5 to 10 pounds, maximum).

Distribution: Apply a deep root application with a 30-10-7 or granular on trees applied at drip line or stakes.
- e. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the Resident Project Representative of the time and date that the Contractor will apply fertilizers. Failure on the part of the Contractor to notify the Resident Project Representative shall result in the Contractor forfeiting any and all right to payment for the applications made without notification.
- f. Prior to application of fertilizer, Contractor shall arrange for inspection of and approval of fertilizer material by District Resident Project Representative.

8. Pruning

- a. All pruning not performed at ground level or with the use of a ladder must be performed through the use of a bucket truck. The use of tree-climbing spikes shall not be permitted at any time.
- b. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The Resident Project Representative shall be made aware of all pruning activities.
- c. Pruning shall also include removal of trees, palms, shrubs or ground covers which are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed.

- d. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal
- e. Major pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species on the following schedule:
- f. Tree pruning must be either in May or November, as determined by District Resident Project Representative, to be completed within two (2) weeks from commencement, in accordance with pruning standards for shade trees as prescribed in Exhibit A, Pages 1-7 as Class I & II Fine and Standard Pruning.
- g. Pruning of the trees located on the I-75 Berm shall be completed one (1) time per year in September. In accordance with pruning standards as class I & II Fine and Standard Pruning as defined by the National Arborists Association.
- h. Ficus trimming to be completed (10) – ten times per year. Note that a Hi lift is required.
- i. Palms and related plants shall be pruned in November and early December. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescence shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.
- j. When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract.
- k. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis.
- l. The contractor shall prune vertical growth at a 45 degree angle. Branches shall be removed flush with the trunk.
- m. The contractor is required to remove all pruned materials and debris from the site each day.
- n. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.
- o. Starting the week after the traditional Easter Holiday, contractor to trim all ornamental grasses (Fountain Grass, Fakahatchee) to the ground.
- p. Follow the completion of the ornamental grass pruning with pruning on Thryallis, Blue Sage, Wax Myrtle, and Silver Buttonwood and other non-flowering shrub species.
- q. As soon as the major flowering of the Oleander species has been completed in late Spring, any necessary required pruning should occur.
- r. In June, all asparagus springeri beds should be pruned by trimming to the ground, followed with an application of 8-4-8 acid fertilization at the rate of 1-1 1/2 pounds per 100 sq. ft. of bed area. A light top dressing of mulch should then be applied over the entire bedding area.
- s. An additional pruning may be required in July/August of the Blue Sage. This will be determined by its growth rate.

- t. Hedge trimming shall be performed at a minimum of monthly from May through October, bi-monthly from November through April, or more frequently as directed by District Resident Project Representative.
- u. Royal Palm disease control. All Royal Palms will require a bud drenching in March and September of each year. The drenching shall consist of a combination of insecticide and liquid fertilizer. Exact formulation shall be subject to District approval prior to application.
- v. Whitefly Application shall include all Ficus hedges and trees. Spiraling Whitefly will be addressed on all coconut palms. Spraying and dousing program will be submitted by vendor for approval.

9. Water, Irrigation and Sprinklers

Be advised that all maintenance will be performed as indicated in the specifications including of Ben Hill Perimeter, FGCU North Parkway and 100 Acre Berm will be wet check and schedule run times. Broken Heads in these areas will be billed at Time and Material to the Contractor.

The manual and automatic sprinkler system are to be used to maintain plant health and to conserve water.

- a. The Contractor shall provide supervision of the system and shall make all adjustments, repairs and replacements required. Repairs shall be made within twenty-four (24) hours of notification by District Resident Project Representative.
- b. The Contractor agrees to replace at its expense any part of the irrigation system damaged for any reason except those parts of the irrigation system supporting and including the pumps and controllers.
- c. A soil moisture probe meter shall be used by the Contractor to determine soil moisture content in off-color turf areas and corrective action taken promptly to rectify the condition.
- d. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the "moist" zone on the meter.
- e. "Pop-Up" risers shall be added as needed in bed areas to ensure that water is being supplied to the entire shrub area and not being blocked or deflected by growing plants.
- f. The Contractor shall inform the District immediately of any serious problems in the irrigation system.
- g. The Contractor shall run through each line of the system a minimum of once per month to check that all heads are working properly and that all areas are being evenly and completely covered.
- h. The clock controls shall be programmed to deliver the amount of water which can be used by the turf and plants. Field capacity shall never be exceeded. Because turf water needs vary from month to month, the amount of watering time shall be adjusted periodically to reflect these needs. At East Homestead Community Development District, the weekly water use of turf grasses should average out as follows by seasons (the amount includes water from the sprinklers or rainfall):

January, 0.91 inches; February, 0.98 inches; March 1.12 inches; April, 1.33 inches; May, 1.68 inches; June, 2.10 inches; July, 2.38 inches; August, 2.38 inches; September, 2.24 inches; October, 1.82 inches; November, 1.19 inches; and December, 1.05 inches per week. The field capacity of most sandy soils is 0.4 inches.

- i. All turf and other irrigation shall be between the hours of 6:00 P.M. and 7:00 A.M., unless otherwise approved in writing by the Resident Project Representative.
- j. It shall be clearly understood and agreed by the Contractor that all irrigation, sprinkler systems including all necessary appurtenances to maintain said system shall be the responsibility of the Contractor. Damage by others will not relieve the Contractor of its responsibility to maintain the turf, shrubs, trees, ground covers and annuals in a healthy condition.
- k. The contractor is responsible following all watering restriction and is responsible for all fines or penalties for non-compliance.
- l. The site is irrigated using the Toro LTC Plus irrigation controller system. The Contractor will be provided with hand-held radios for day to day operation of the satellites.
- m. Irrigation Wet Testing of the I-75 Berm as well as the FGCU Berm by Athletic Facilities shall be reviewed during each scheduled cut.

10. Mulching

- a. Mulch – Black Mulch/Cypress may be purchased from Forestry or an equivalent - shall be replenished in November and May or at the Districts request as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be of high quality, which will be provided by and placed by the Contractor. The depth of mulch in no case shall be greater than a two inch depth. If mulch build up occurs greater than two inches depth, the existing mulch shall be removed and the area re-mulched to the proper two inch depth.
- b. Pine Straw – Installation of Pine straw located on the I-75 Berm shall be completed in the month of November. Pine straw shall be applied at all tree and shrub rings. The Pine Straw will be provided by the District and placed by the contractor. The depth of mulch in no case shall be greater than a two inch depth. If mulch build up occurs greater than two inches depth, the existing mulch shall be removed and the area re-mulched to the proper two inch depth.

11. Debris/Trash

- a. Trash Removal. Contractor shall maintain road rights of way and landscaped areas in a trash free condition at all times and shall respond to specific requests from District Resident Project Representative within four (4) hours. To include but not limited to; paper, bottle, cans, other trash and horticultural debris. The disposal of all trash and debris must be at a proper landfill or disposal site.
- b. Storm Damage Debris Removal. Contractor shall respond to District Resident Project Representative within twenty-four (24) hours to remove storm damage debris. CONTRACTOR WILL PROVIDE A HURRICANE RESPONSE PLAN.
- c. The Contractor will be familiar with all FEMA, State and County rules and regulations. Contractor will be responsible for proper documentation of all work including debris removal, meeting with the agencies and the filing of applications to ensure the District will comply and receive all available reimbursements for the cost

of hurricane clean up or any other event that causes damage to District property.

12. Traffic Control

- a. The Contractor shall comply with the requirements of the City and County Maintenance of Traffic (MOT CERTIFICATION REQUIRED) Policy, copies of which are available through Risk Management or the Purchasing Department. The Contractor shall obtain and review the City & County MOT policy requirements prior to signing the contract.
- b. The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standard Indexes, or other related documents, so to become familiar with the requirements. Strict adherence to the requirements of the MOT policy will be enforced under this contract.
- c. The Contractor will be responsible for ensuring that at no time landscaping (hedges, shrubs, trees, etc.) or vehicles being use to perform service create a sight problem for vehicles or pedestrians.
- d. To assist in employee visibility: approved bright day glow red/orange colored safety vest shall be worn by employees when servicing the area.

13. Porter Services

- a. The contractor will provide portering services of six (6) hrs. per week (3 hrs. Mondays and Fridays) that include but are not limited to the pick-up and proper disposal of garbage and debris throughout the District properties, and such other general tasks and services as required by the District Manager or his designee. A task requiring additional supplies (ex. bulbs) does not include the cost of the materials.

14. Hours of Work

- a. Per Miromar Homeowners Association Schedule
Hours of work Monday thru Friday 7:00 a.m. to 5:30 p.m., Saturday 7:00 a.m. to 2:00 p.m.

SECTION 6

SCHEDULE OF BID ITEMS

Includes copy of the Landscape Maintenance Bid Form 2015

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statements:

1. The business address of _____
(name of bidder or contractor)
is _____.
2. My relationship to _____
(name of bidder or contractor)
is _____
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____ and county of _____
on the _____ day of _____, 20_____.

Notary Public

(affix seal)

My commission expires

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section I Landscape Maintenance

(Turf, Shrubbery, Palm & Tree Mowing, Edging, Pruning)

(Sections per Miromar CDD Bid Exhibit)

Section 1	Interstate 75 Buffer	\$ _____	LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$ _____	LS
Section 3	Ben Hill SW Berm	\$ _____	LS
Section 4	Ben Hill NW Berm	\$ _____	LS
Section 5	Ben Hill SE Berm	\$ _____	LS
Section 6	Ben Hill NE Berm	\$ _____	LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$ _____	LS
Section 8	Peninsula East Buffer	\$ _____	LS
Section 9	Florida Gulf Coast University Berm	\$ _____	LS
Section 10	Ben Hill Median	\$ _____	LS

B. Irrigation System Maintenance

System Maintenance	\$ _____		LS
Irrigation Repair Allowance	\$3,000.00		LS

Sub-Total \$ _____ LS

A. Section II Control Applications

Weed, Disease, Fertilization, Insect (Turf, Shrubbery, Palm & Tree)

Section 1	Interstate 75 Buffer	\$ _____	LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$ _____	LS
Section 3	Ben Hill SW Berm	\$ _____	LS
Section 4	Ben Hill NW Berm	\$ _____	LS
Section 5	Ben Hill SE Berm	\$ _____	LS
Section 6	Ben Hill NE Berm	\$ _____	LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$ _____	LS
Section 8	Peninsula East Buffer	\$ _____	LS
Section 9	Florida Gulf Coast University Berm	\$ _____	LS
Section 10	Ben Hill Median	\$ _____	LS

B. Whitefly Control

Ficus Hedges (approx. 8,250 Lft)	\$ _____		LS
Ficus Trees (approx. 670 trees)	\$ _____		LS
Coconut Spiraling Trees	\$ _____		LS

Sub-Total \$ _____ LS

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section III

Turf Replacement		
Floratam	\$ _____	SF
Bahia	\$ _____	SF
Zoysia	\$ _____	SF
Mulch - Material	\$ _____	LS
Mulch - Labor	\$ _____	LS
Straw - Material (2,300 bales)	\$ _____	LS
Straw - Labor	\$ _____	LS
Tree Pruning	\$ _____	LS
Portering	\$ _____	LS

B. Performance Bond

\$ _____ LS

Sub-Total \$ _____ **LS**

Total Amount (Addition of Subtotals I, II, III) \$ _____ **LS**

Sections I, II and Portering will be billed on monthly bid schedule, less 10% retainage to be billed quarterly. Section III tree pruniing and mulch will be billed in full after work is completed and approved.

Contractor _____

Date _____

Contact Name _____

Phone _____

Miromar Lakes Community Development District
Bid Schedule for Landscape Maintenance
 1st Year - 12 Months

Item	Unit	Nov	Dec	Jan - 2016	Feb	Mar	Apr	May	Jun - 2015	Jul	Aug	Sep	Oct
Turf Maint.													
Zoysia mowing	l/s												
Bahia mowing	l/s												
Floritam mowing	l/s												
I-75 Berm mowing	l/s												
FGCU Berm mowing	l/s												
Edging	l/s												
Zoysia fert	l/s												
Bahia fert	l/s												
Floritam mfert	l/s												
Zoysia Weed Control	l/s												
Weed Control	l/s												
Floritam Insect Control	l/s												
Bahia Insect Control	l/s												
Insect Control	l/s												
Zoysia Disease Control	l/s												
Disease Control	l/s												
sub-total	l/s												

Tree Maint.													
Fertilization	l/s												
Pruning	l/s												
I-75 Pruning	l/s												
Insect Control	l/s												
Weed Control	l/s												
Disease Control	l/s												
I-75 Pine Straw Inst.	l/s												
Black Mulch/Cypress	l/s												
sub-total	l/s												

Note: For quantities and detail items, refer to the specifications. All work is to be performed in accordance with maintenance specifications. **(This schedule reflects Monthly Invoice process only.)**

Miromar Lakes Community Development District

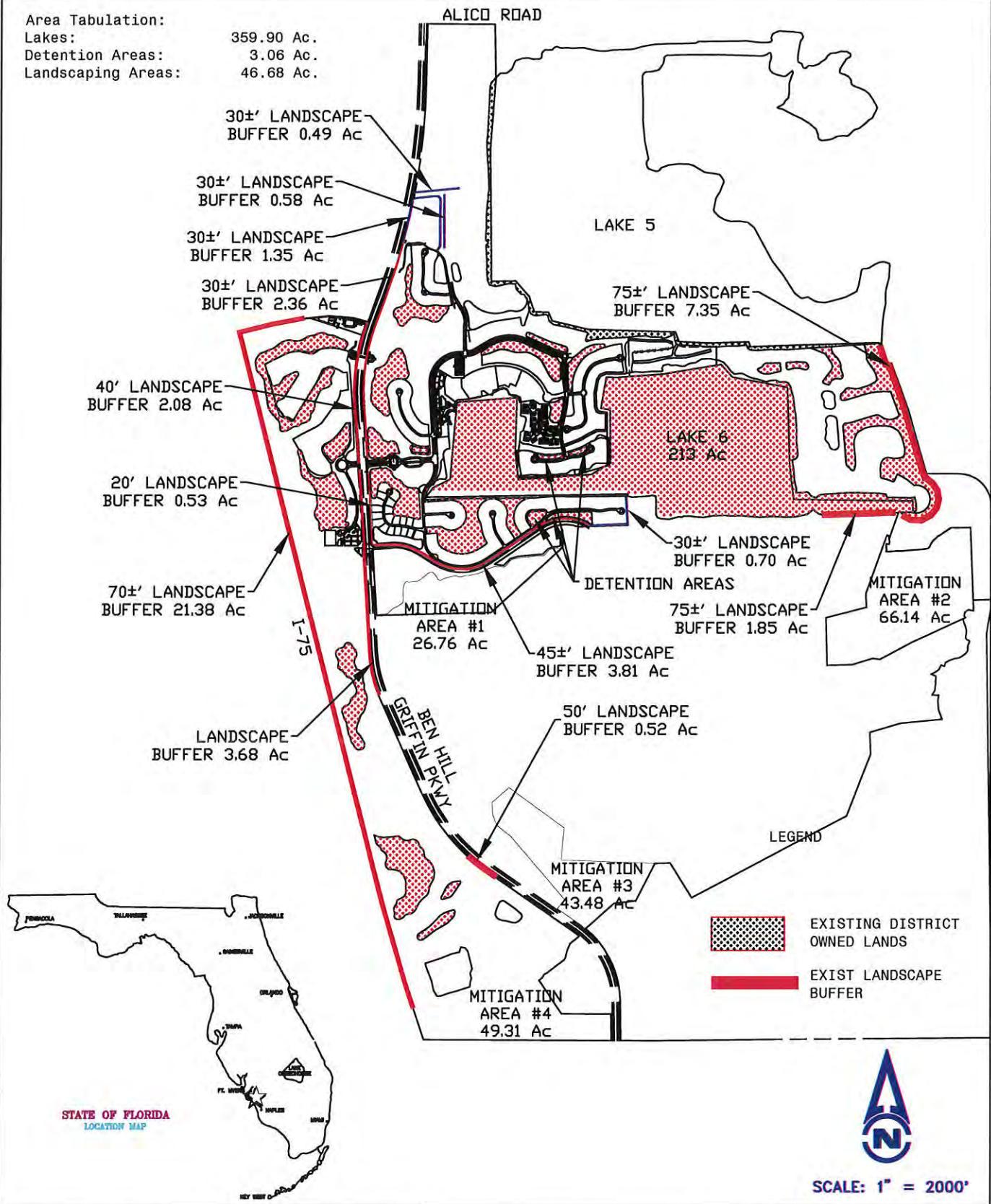
Bid Schedule for Landscape Maintenance

1st Year - 12 Months

Item	Unit	Nov	Dec	Jan - 2016	Feb	Mar	Apr	May	Jun - 2015	Jul	Aug	Sep	Oct
Shrub Maint.													
Fertilization	l/s												
Pruning	l/s												
Ficus Trimming	l/s												
Insect Control	l/s												
Weed Control	l/s												
Disease Control	l/s												
Black Mulch/Cypress	l/s												
sub-total	l/s												
Palm Maint.													
Pruning	l/s												
Fertilization	l/s												
Insect Control	l/s												
Disease Control	l/s												
Black Mulch/Cypress	l/s												
sub-total	l/s												
Miscellaneous													
Portering	l/s												
sub-total	l/s												
Monthly Totals													
Annual Total													

Note: For quantities and detail items, refer to the specifications. All work is to be performed in accordance with maintenance specifications. **(This schedule reflects Monthly Invoice process only.)**

Area Tabulation:
 Lakes: 359.90 Ac.
 Detention Areas: 3.06 Ac.
 Landscaping Areas: 46.68 Ac.



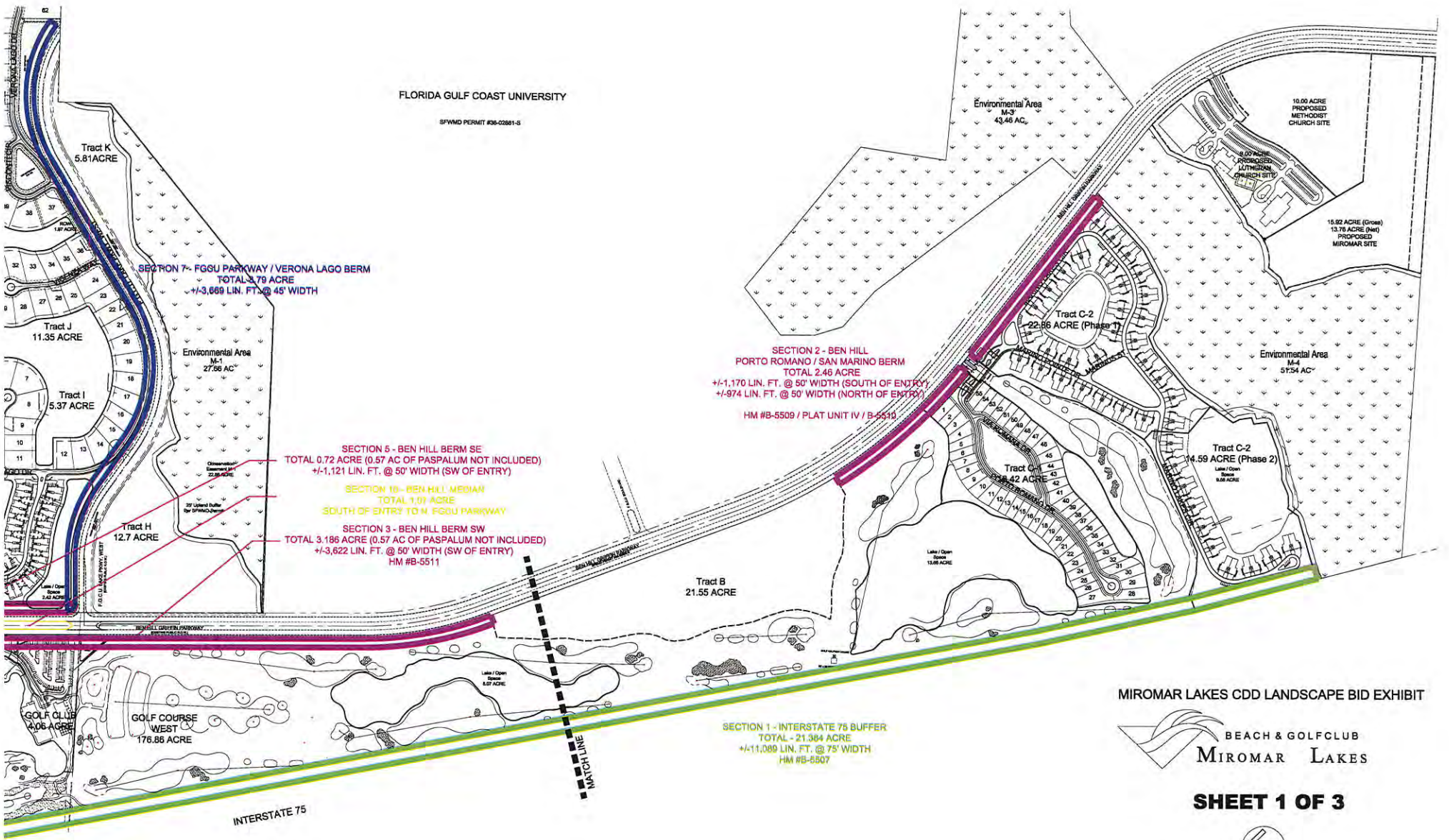
6202-F Presidential Court
 Fort Myers, FL. 33919
 Phone : (941) 985-1200
 Florida Certificate of
 Authorization No.1772

Miromar Lakes CDD
WATER MANAGEMENT AND LANDSCAPING

DATE: December 2003	JOB No. 2003.022	SHEET No. Exhibit 3
------------------------	---------------------	------------------------

FLORIDA GULF COAST UNIVERSITY

SFWMD PERMIT #36-02861-3



MIROMAR LAKES CDD LANDSCAPE BID EXHIBIT



SHEET 1 OF 3



SCALE: 1" = 500'-0"
March 23, 2010



LY
VES
MON AREA / LAKE
ES

SECTION 6 - BEN HILL BERM NE
TOTAL 3.186 ACRE (0.57 AC OF PASPALUM NOT INCLUDED)
+/-3,340LIN. FT. @ 50' WIDTH (SW OF ENTRY)
HM #B-5511

SECTION 10 - BEN HILL MEDIAN
TOTAL 1.53 ACRE
NORTH OF ENTRY TO GOLF CART OVERPASS BRIDGE

SECTION 4 - BEN HILL BERM NW
TOTAL 1.89 ACRE (0.57 AC OF PASPALUM NOT INCLUDED)
+/-2,145 LIN. FT. @ 50' WIDTH (SW OF ENTRY)
TRACTS I / J INSTR. #201000008965

SHEET 2 OF 3



SECTION 1 - INTERSTATE 75 BUFFER
TOTAL - 21.384 ACRE
+/-11,089 LIN. FT. @ 75' WIDTH
HM #B-5507

SCALE: 1" = 500'-0"
March 23, 2010

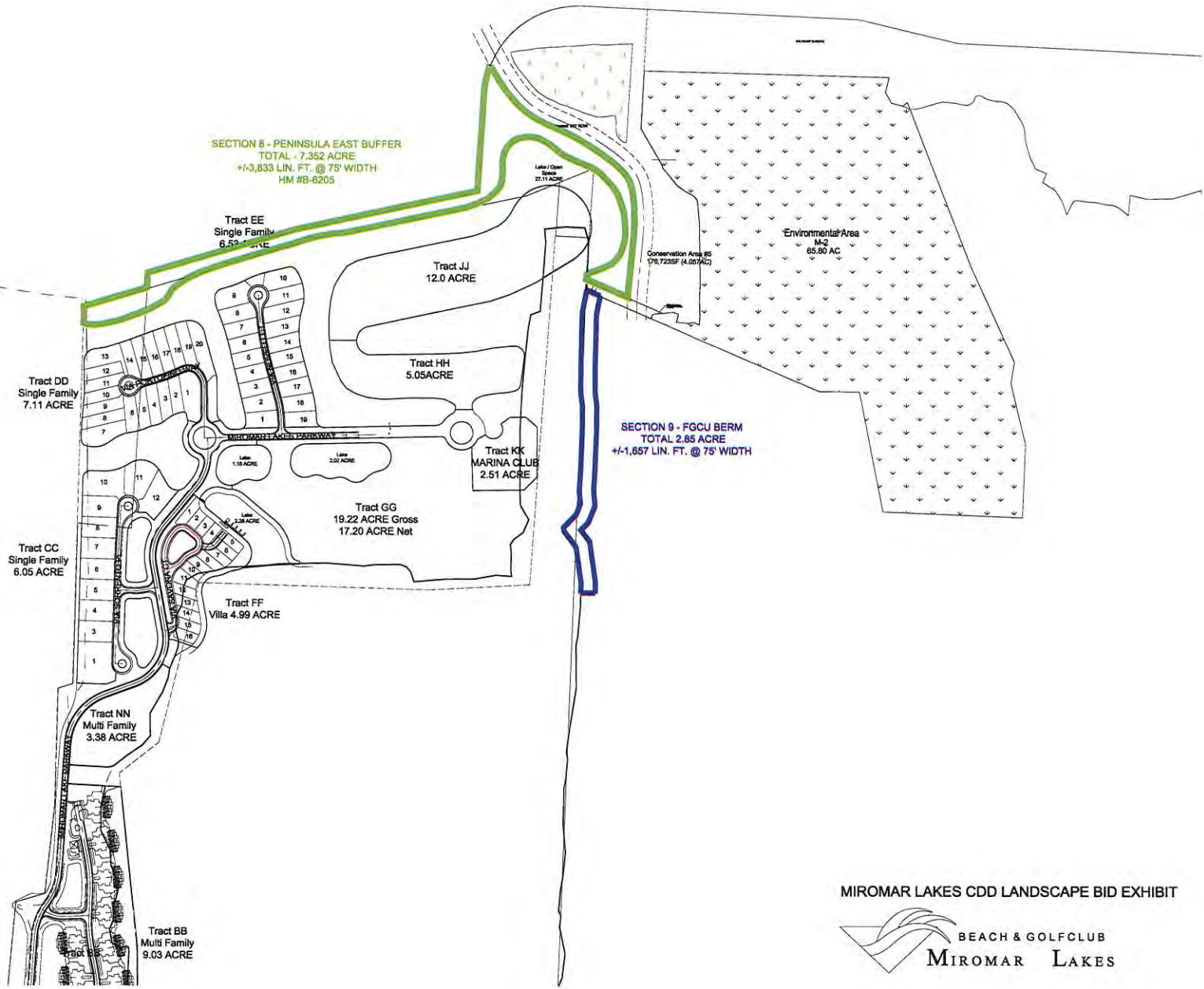
SECTION 5 - BEN HILL BERM SE
TOTAL 0.72 ACRE (0.57 AC OF PASPALUM NOT INCLUDED)
+/-1,121 LIN. FT. @ 50' WIDTH (SW OF ENTRY)

SECTION 19 - BEN HILL MEDIAN
TOTAL 1.07 ACRE
SOUTH OF ENTRY TO N. FCGU PARKWAY

SECTION 3 - BEN HILL BERM SW
TOTAL 3.186 ACRE (0.57 AC OF PASPALUM NOT INCLUDED)
+/-3,622 LIN. FT. @ 50' WIDTH (SW OF ENTRY)
HM #B-5511

INTERSTATE 75
MIROMAR LAKES CDD LANDSCAPE BID EXHIBIT





SHEET 3 OF 3



SCALE: 1" = 500'-0"
March 23, 2010

MIROMAR LAKES CDD LANDSCAPE BID EXHIBIT





Date: February 20, 2015

Miromar Lakes Landscaping Bid

Addendum #1

Project#-13-5692

Bruce Bernard (CGA)

Listed below are the questions received by proposed Bidders on project plus changes in bid documents and specifications requested by Miromar Lakes CDD. Also attached is the pre-bid meeting sign-in sheet, Lee County Landscape maintenance ordinance, along with revised Bid Pricing and Bid Schedule Forms.

Section 2- General Conditions

2.18- (2) Insurance- Comprehensive Auto Liability Insurance shall be provided with One Million Dollars (\$1,000,00) limit for this bid.

2.19- Performance Bond- the requirement for obtaining a Performance Bond for this bid has been waived by Miromar Lakes CDD.

Mainscape Questions

1. What is the annual maintenance budget for landscaping?

This contract was last bid in 2011 with contact amount at \$342,189.80. There have been additional items added after the bid such as pine straw and spray applications.

2. On the I75 Berm is the Viburnum hedge included in the scope of work, and if so are all sides included?

Hedge and all sides included

3. Are the current heights of plant material meet expectations per current scope of work (i.e. Viburnum, Ficus, Arboricola)

Yes they do

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

4. What is the significance of the 2300 Bales of pine straw?

This is the estimated amount of pine straw used per year on areas mulched not using the black mulch

5. Are current and existing specs consistent with the new bid specs?

Yes -with changes made to improvement specifications

6. Are all sides of the Viburnum on Ben Hill Griffin included?

Only those within CDD asset area from top of berm to center of roadway

7. How many zones, do we have multiple controllers?

Two Controllers, one for each pump, we do not have total zones count info

8. The specs say the contractor will be billed T&M for repairs on the berms. Does that mean we get billed and someone else is doing inspections there or we inspect and Bill them?

Any repairs not completed by contractor will be completed and charged back to said contractor

9. What is our water source, multiple pumps, reclaimed?

Two Hoover pumps in Ben Hill Griffin median

10. Are we responsible for valves and wires of the system.

Only the preventive maintenance of the wiring and valves

11. Specs say we are responsible basically for DU issues. Is system currently up to par and if not what do we do about inherited DU problems?

The system is currently up to par

12. What is significance of 3000\$ in irrigation repairs?

This is an allowance for irrigation repairs based on previous year's repairs. Any additional repairs over allowance will need Field Rep approval.

13. Fertilizer requirements are not within county ordinance... Requiring too much Nitrogen and too high of levels of Phosphorus and applications during blackout months. Should we base bid on on ordinance to be compliant?

Bid should be based on Lee County Ordinance that is attached

Estate Landscaping Questions

(1) Turf Maintenance 5.03.1-e

Clarification Requested – Current date range will not allow for eighty (80) services per year. Should bid be based on eighty (80) services or the dates provided which equal plus or minus (69) cuts?

Page 28- 2 cuts weekly 4/1-10/31 = 30 weeks = 60 cuts

1 cut weekly 11/1-3/31 = 22 weeks = 22 cuts

Total 82 cuts

(2) Turf Fertilization 5.03.3-a,b&c

Clarification Requested – Florida law prohibits nitrogen fertilization during the time frame of June 1 – September 30. In all three (3) section the specifications require nitrogen fertilization within these months. How should this be interpreted? What additional direction can be provided?

Page 29- apply in March and October per Lee County Code- attached

(3) Turf Fertilization 5.03.3-i

Clarification Requested – Soil test results are to be forwarded to Resident Project Representative and Miami Dade County Horticultural Agent. Is this accurate or should results be forwarded to Lee County Horticultural Agent?

Page 29- Lee County Agent

(4) Weed Control 5.03.4-a,b

Clarification Requested – Specifications identify both pre&post emergent pesticides which are either restricted use or no longer available. Can contractor utilize alternative pesticides with prior approval of the District?

Page 30- Yes - vendor may submit alternative to District for approval

(5) Disease Control 5.03.6-g

Clarification Requested – Paragraph reads ‘The applicator shall be properly trained and licensed for commercial spraying’. (LEED CERTIFICATION IS REQUIRED) Per Florida State Statute to spray commercially a company must be licensed through the Florida Department of Agriculture and consumer services preferably possessing CPCO licensing. Should this licensing be issued by DACS and not LEEDS?

Page 32- LEEDS not required but encouraged. Local and State licenses required

(6) Whitefly Application 5.03.8-v

Clarification Requested – Spraying and dousing program will be submitted by vendor for approval. Whitefly treatments vary greatly and it is assumed that the program currently in place at the Miromar Lakes HOA will be followed. Should bidder submit program with chemical rates and method of application with his bid?

Submit program with standard of drenching of plants

(7) Water , Irrigation and Sprinklers 5.03.9

Clarification Requested – Details of the \$3000.00 irrigation credit? How are additional irrigation services/repairs managed and paid?

Allowance based on repair history costs by submitting needed repairs for approval by Field Rep. Additional funding after approval for repairs exceeding allowance.

(8) Mulching 5.03.10-a,b

Clarification Requested – Provide details on areas to receive Black Mulch/Cypress application currently they are not specified?

Areas in are Ben Hill Griffin corridor

Clarification Requested - Pine straw is specified for the I-75 berm. Should other areas (FGCU, FGCU Parkway/Verona Lago, Ben Hill Griffin SW, NW, SE and NE Berm, Porto Romano and the Peninsula) be include?

All areas listed above should be included in vendor’s bid including labor and material

Clarification Requested – Who will provide the pine straw for the above referenced areas should they need to be included in the bid?

Matt Fancher- Everglades Pinestraw Inc. dba Pinestraw of South Florida

Fort Myers, FL Office- 239-332-0015 Mobile- 239-225-8375

(9) Monthly Bid Scheduled

Clarification Requested – Irrigation price line is included on the ML CDD Landscape Bid Pricing Form 2015. However no line item is provide on the ML CDD Bid Schedule for Landscape Maintenance. How should this be managed?

Line item added on new Bid Schedule- attached

(10) Insurance 2.18.2

Clarification Requested - Auto liability insurance limit is \$2,000,000. Can the limit been reduced to \$1,000,000?

Auto Liability Insurance limit is reduced to one million dollars (\$1,000,000) for bid

(11) Debris/Trash 5.03.11-a

Clarification Requested – Respond to specific request from District Representative with in (4) hours. Please provide additional details defining if this is during normal working hours?

The 4 hour request is for normal business hours. Separate arrangements will be made with contracted vendor for hurricane response and guidelines.

(12) Is Storm Water Inspector Licensing a requirement of the specification?

Please provide list of any employees licensed or that have attended classes in Storm Water Management. License not required for specifications.

LEE COUNTY ORDINANCE NO. 08-08

AN ORDINANCE REGULATING LANDSCAPE MANAGEMENT PRACTICES INCLUDING THE APPLICATION AND USE OF FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS WITHIN UNINCORPORATED LEE COUNTY; PROVIDING FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR APPLICATION; PROVIDING FOR REGISTRATION OF PROFESSIONAL LANDSCAPING BUSINESSES AND INSTITUTIONAL LANDSCAPERS; PROVIDING FOR TRAINING AND CERTIFICATION OF PROFESSIONAL LANDSCAPING BUSINESSES AND INSTITUTIONAL LANDSCAPERS; PROVIDING FOR MANDATORY BEST MANAGEMENT PRACTICES; PROVIDING FOR EXEMPTIONS TO LANDSCAPING BEST MANAGEMENT PRACTICES; PROVIDING EXEMPTIONS FOR AGRICULTURE, GOLF COURSES AND SPECIALIZED TURF; PROVIDING FOR ENFORCEMENT AND PENALTY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, INCLUDING ONE YEAR IMPLEMENTATION PERIOD.

WHEREAS, the Florida Department of Environmental Protection has identified specific water bodies in Lee County as "impaired" as a result of excess nutrients under the Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code); and

WHEREAS, surface water runoff containing excess nutrients leaves residential neighborhoods, farms, commercial centers, industrial areas and other lands of Lee County with low permeability soils; and

WHEREAS, base-flow runoff containing excess nutrients flows from residential neighborhoods, farms, commercial centers, industrial areas, and other lands of Lee County with high permeability soils; and

WHEREAS, surface water and baseflow runoff containing excess nutrients enters into natural and artificial stormwater and drainage conveyances and natural water bodies in Lee County; and

WHEREAS, the detrimental effects of nutrient-laden runoff are magnified in a coastal community such as Lee County, due to the proximity of stormwater and drainage conveyances to coastal waters; and

WHEREAS, nutrient-laden runoff fosters plant and algae growth; and

WHEREAS, the quality of our bays, estuaries, streams, lakes, and the Gulf of Mexico is critical to environmental, economic and recreational prosperity and to the health, safety and welfare of the citizens of Lee County; and

WHEREAS, recent red tide blooms, accumulation of red drift algae on local beaches and blue-green algae blooms in our freshwater systems have heightened community concerns about water quality and eutrophication of surrounding waters; and

WHEREAS, leaching and runoff of nutrients from improper landscaping or excess fertilization practices upstream of as well as within Lee County can contribute to nitrogen and phosphorus pollution in the County's stormwater and drainage conveyances and natural water bodies; and

WHEREAS, nitrogen and phosphorus pollution in the County's stormwater and drainage conveyances and natural water bodies leads to the overgrowth of vegetation in these waterways; and

WHEREAS, Lee County's natural and artificial stormwater and drainage conveyances regulate the flow of stormwater to prevent flooding; and

WHEREAS, the overgrowth of vegetation in stormwater and drainage conveyances hinders the goal of flood prevention; and

WHEREAS, it is generally recognized that many Florida soils are naturally high in phosphorus; and

WHEREAS, it has been recognized by soil science professionals that the use of slow release nitrogen sources minimizes harmful nitrate leaching; and

WHEREAS, nitrogen from slow release sources is more likely to be used by plants and less likely to leach out or wash away in stormwater runoff; and

WHEREAS, the Florida Department of Environmental Protection will mandate total maximum daily loads for "impaired" water bodies in Lee County; and

WHEREAS, this ordinance is part of a multi-pronged effort by Lee County to meet these total maximum daily loads and reduce nutrient loading into runoff through such policies as, but not limited to, basin management action planning, stormwater management, water conservation, management of septic systems, public education, and development standards as set forth in the Lee County Land Development Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR LEE COUNTY, FLORIDA, that:

SECTION ONE: FINDINGS

The above "WHEREAS" clauses are hereby deemed by Lee County to constitute findings of Lee County for purposes of this Ordinance and are incorporated herein as if fully set forth in this section.

SECTION TWO: PURPOSE AND INTENT

The purpose and intent of this Ordinance is to provide for the regulation of landscape management practices and the application of fertilizers containing nitrogen and/or phosphorus and to provide specific guidelines for landscaping and fertilization in order to meet Federal and State mandated water quality standards and to minimize the negative environmental effects said fertilizers have in and on Lee County's lakes, canals, estuaries, interior freshwater wetlands, the Caloosahatchee River and nearshore waters of the Gulf of Mexico. Collectively these water bodies are a natural asset, which are critical to the environmental, recreational, cultural and economic well being of Lee County and the surrounding areas and contribute to the general health and welfare of the public. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, entering the water bodies in and around Lee County is a crucial step towards improving and maintaining water and habitat quality.

SECTION THREE: DEFINITIONS

The following words, terms, and phrases when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. Best Management Practices (BMPs) – a practice or combination of practices based on research, field-testing and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.
- B. BMP Trained Landscaper – any Person who has completed the proper training, obtained a Certificate of Completion and is qualified and responsible to provide lawn care and maintenance or landscaping in unincorporated Lee County.
- C. Certificate of Completion – the documentation evidencing completion of a Lee County approved BMP training course or any other future certification or licensing requirements mandated by the State of Florida.
- D. Division – the Division of Lee County Natural Resources.
- E. Fertilize, Fertilizing or Fertilization – the act of applying fertilizer to Turf, specialized Turf or Landscape Plants.
- F. Fertilizer – any substance that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
- G. Impervious surfaces - a constructed surface such as, sidewalks, roads, parking lots or driveways - covered by impenetrable materials such as asphalt, concrete, brick, pavers, stone and/or highly compacted soils.
- H. Institutional Landscaper – any Person, other than a Professional Landscaping Business or Non-Professional Landscaper (unless such definitions also apply under the circumstances), that performs lawn care or maintenance. Institutional Landscapers shall include, but shall not be limited to, owners and managers of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.
- I. Landscape Plant – any native or exotic tree, shrub or groundcover (excluding Turf).
- J. Lawn Care and Maintenance or Landscaping (landscaping) - shall include, but not be limited to, mowing, trimming, pruning, edging, liming, fertilizing, mulching, seeding and aerating of turf and/or landscaping plants.

- K. Non-Professional Landscaper – any Person other than a Professional Landscaper or Institutional Landscaper who performs lawn care and maintenance on Turf and/or Landscape Plants in Lee County, such as an individual owner of a single-family residential unit.
- L. Person – any natural person and shall also mean any business, corporation, association, club, organization and/or any group of people acting as an organized entity.
- M. Professional Landscaping Business - means any person, sole proprietor, partnership, corporation, business trust, joint venture, or other legal entity that engages in the business of providing lawn care and maintenance or landscaping in exchange for money, goods, services or other valuable consideration.
- N. Rainy Season – June 1 through September 30 of each calendar year.
- O. Slow Release, Controlled Release, Timed Release, Slowly Available or Water Insoluble Nitrogen – means a fertilizer containing a plant nutrient in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant significantly longer than a referenced “rapidly available nutrient fertilizer” such as ammonium nitrate or urea.
- P. Specialized Turf – areas of grass used for athletic fields, activity fields, parks, golf course practice and play areas, cemeteries and other similar areas.
- Q. Specialized Turf Manager – a Person responsible for lawn care and maintenance or landscaping or directing the lawn care and maintenance or landscaping of a golf course or athletic field.
- R. Turf – a piece of grass-covered soil held together by the roots of the grass; sod; lawn.
- S. Water Body or Water Bodies - any visible, standing or open body of water. This shall include, but not be limited to: municipal or private storm sewer systems (including inlets, conveyances and structures), ditches, swales, canals, creeks, rivers, streams, tidal waters, lakes, ponds, ponded water, standing water, marshes, swamps or any other body of permanent or temporary standing or visible water whether or not the water body is natural or man-made or contained by impervious surfaces on the bottom or sides. Water body shall not include manmade structures such as pools and water fountains.

SECTION FOUR: APPLICATION

This Ordinance shall be applicable to and shall regulate any and all persons performing landscaping within unincorporated Lee County, unless such person or landscaping activity is specifically exempted or excepted by the terms of this Ordinance.

SECTION FIVE: REGISTRATION OF PROFESSIONAL LANDSCAPING BUSINESSES AND INSTITUTIONAL LANDSCAPERS

A. Professional Landscaping Businesses

1. All Professional Landscaping Businesses must register with the Division prior to performing landscaping in unincorporated Lee County. Any Professional Landscaping Business seeking to register and remain registered with the Division shall have at least one employee who is a Certified Professional Landscaper to qualify the Professional Landscaping Business.
2. All Professional Landscaping Businesses shall provide the Certificate of Completion of a Lee County approved BMP training program and/or future certification or license requirement mandated by the State of Florida from the qualifying employee to the Lee County Tax Collector's Office prior to obtaining a Lee County local business tax receipt.
3. Upon receipt of the current local business tax receipt, a current Certificate of Completion of the qualifying employee and payment of an initial registration fee, the Professional Landscaping Business shall be registered with the Division and be issued vehicle decals identifying the Professional Landscaping Business. Professional Landscaping

Businesses shall affix and maintain a decal on the exterior of all vehicles and trailers used in connection with the Professional Landscaping Business.

4. In addition to the initial registration fee, Professional Landscaping Businesses shall pay an annual registration fee.
5. All Professional Landscaping Businesses shall ensure that at least one (1) BMP Trained Landscaper is on site while fertilizer is being applied.

B. Institutional Landscapers

1. All Institutional Landscapers must register with the Division prior to landscaping in unincorporated Lee County. Any Institutional Landscaper seeking to register and remained registered with the Division shall have at least one (1) employee who is a BMP Trained Landscaper to qualify the Institutional Landscaper.
2. Upon receipt of the Certificate of Completion of the qualifying employee and payment of a registration fee, the Institutional Landscaper shall be registered with the Division.
3. In addition to the initial registration fee, Institutional Landscapers shall pay an annual registration fee.

SECTION SIX: TRAINING AND CERTIFICATION OF PROFESSIONAL LANDSCAPING BUSINESSES AND INSTITUTIONAL LANDSCAPERS

- A. In addition to any current or future certification or licensing requirements mandated by the State of Florida or Lee County, any person seeking to register a Professional Landscaping Business with the Division under Section 5(A) above

shall first successfully complete training and receive a Certificate of Completion in accordance with the “*Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, June 2002*”, as revised (*Florida Green BMPs*). The *Florida Green BMPs* training shall be obtained through a Lee County approved BMP training program and/or any future certification or licensing requirements mandated by the State of Florida.

- B. Any person seeking to register as an Institutional Landscaper with the Division under section 5(B) shall first successfully complete training and receive a Certificate of Completion in accordance with the *Florida Green BMPs*. The *Florida Green BMPs* training shall be obtained through a Lee County approved BMP training program.
- C. The Division in cooperation with University of Florida Lee County Extension Service Urban Horticulture and Natural Resource Educators or other Lee County Extension Service approved organizations will schedule and conduct all training.
- D. Non-professional landscapers are strongly encouraged to participate in the University of Florida IFAS Florida Yards and Neighborhoods Outreach and Public Education Program available at the Lee County Cooperative Extension Service Office.

SECTION SEVEN: MANDATORY BMPs: TIMING OF APPLICATION; FERTILIZER CONTENT AND APPLICATION RATE; IMPERVIOUS SURFACE; BUFFER ZONES; MODE OF APPLICATION; LOW MAINTENANCE ZONES; MANAGEMENT OF GRASS CLIPPINGS AND VEGETATION MATERIAL

A. TIMING OF APPLICATION

No person shall apply fertilizers containing nitrogen and/or phosphorus to Turf

and/or Landscape Plants during the rainy season (June 1 through September 30 of each calendar year).

B. FERTILIZER CONTENT AND APPLICATION RATE

1. No phosphorus Fertilizer shall be applied to Turf and/or Landscape Plants within Lee County at application rates which exceed 0.25 lbs. P₂O₅/1,000 ft² per application nor exceed 0.50 lbs. P₂O₅/1,000 ft² per year.
2. Fertilizers Applied to Turf and/or Landscape Plants within Lee County shall contain no less than fifty percent (50%) Slow Release Nitrogen per Guaranteed Analysis Label.
3. Fertilizers should be applied to Turf and/or Landscape Plants at the lowest rate necessary. No more than four (4) lbs. of nitrogen per 1000 ft² shall be applied to any Turf/landscape area in any calendar year.

C. IMPERVIOUS SURFACE

Fertilizer shall not be applied, spilled or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed. Fertilizer released on an impervious surface must be immediately contained and either legally applied to Turf or any other legal site, or returned to the original or other appropriate container.

D. BUFFER ZONES

No fertilizer shall be applied in or within ten (10) feet from the top of bank of any water body, seawall, designated wetland or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340).

E. MODE OF APPLICATION

Spreader deflector shields are required when fertilizing by use of any broadcast or rotary spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces and water bodies, including wetlands.

F. LOW MAINTENANCE ZONES

A voluntary six (6) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/bern system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent Lee County Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material shall be deposited or left remaining in the zone or deposited in the water.

G. MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATERIAL

In no case shall any person wash, sweep or blow off grass clippings and/or vegetative material into stormwater drains, ditches, conveyances, water bodies, roadways or other impervious surfaces.

SECTION EIGHT: EXEMPTIONS TO LANDSCAPING BMPs

- A. The timing of applications, application rate provisions and other provisions set forth above in Subsections 7(A) and (B) of this Ordinance shall not apply to the following:

1. Newly established Landscape Plants for the first sixty (60) days after installation or planting, provided documentation for newly established Turf and/or Landscape Plants is maintained and *Florida Green BMPs* are followed to support this exemption.
2. Vegetable gardens, provided they are not within fifteen (15) feet of any water body and/or wetland.
3. Yard waste compost, mulches or other similar materials that are primarily organic in nature and are applied to improve the physical condition of the soil.
4. Reclaimed water used for irrigation (which may contain substantial amounts of nitrogen and phosphorus).

SECTION NINE: EXEMPTIONS: AGRICULTURE; GOLF COURSES; SPECIALIZED TURF

The provisions set forth in this Ordinance shall not apply to:

- A. Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14, Florida Statutes, provided that fertilizers are applied in accordance with the appropriate Best Management Practices Manual adopted by the Department of Agricultural and Consumer Services (DACS), Office of Agricultural Water Policy for the crop in question.
- B. Other properties not subject to or covered under the Florida Right to Farm Act that have Pastures used for grazing livestock provided that fertilizers are applied in accordance with the appropriate Best Management Practices Manual adopted by the DACS, Office of Agricultural Water Policy for the crop in question.

- C. All golf courses provided that landscaping is done within the provisions of the Florida Department of Environmental Protection document, "*Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses, 2007*"(*Florida Golf Course BMPs*), as updated. *Florida Golf Course BMPs* shall be followed when performing landscaping on golf course practice and play areas. If *Florida Golf Course BMPs* are not adhered to, Lee County may take enforcement action in accordance with Section 10 of this Ordinance.
- D. When performing landscaping on all other specialized turf, Specialized Turf Managers shall use their best professional judgment to apply the concepts and principles embodied in the *Florida Green BMPs*, while maintaining the health and function of their Specialized Turf areas.

SECTION TEN: ENFORCEMENT AND PENALTY

- A. Any Person, firm, company, corporation or other entity, who refuses to comply with or violates any section of this Ordinance, shall be subject to the following penalties.

- 1. First violation - \$100.00
- 2. Second violation - \$250.00
- 3. Third violation and violations thereafter - \$500.00

Each non-compliance or violation, and each day thereof, shall constitute a separate offense.

- B. This Ordinance may be enforced by any duly authorized law enforcement officers or Lee County Officials or Inspectors designated by the Director.
- C. The designated Lee County Officials or Inspectors shall be authorized and empowered to make inspections at reasonable hours of all activities regulated by

the Ordinance in order to insure compliance with the provisions of this Ordinance.

- D. Nothing contained herein shall prevent the County from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this Ordinance. Such other lawful action shall include but shall not be limited to, and equitable action for injunctive relief or an action at law for damages.
- E. Any person, firm, company, corporation or other entity that violates this Ordinance shall be responsible for the County's cost of prosecution of any violation of this Ordinance, including any County costs to remedy or clean up any environmental condition caused by an act which constitutes a violation of this Ordinance. In the event any such costs are incurred by the County, such person, firm, company, corporation or other entity shall reimburse the County for all such costs within thirty (30) days of the County's invoice for such costs.

SECTION ELEVEN: CODIFICATION AND SCRIVENER'S ERRORS

The Lee County Board of County Commissioners intends that this Ordinance will be made part of the Lee County Code; and that sections of this Ordinance can be renumbered or relettered and the word "Ordinance" can be changed to "Section," "Article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the County Manager or his designee, without the need for public hearing.

SECTION TWELVE: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirement will apply.

SECTION THIRTEEN: SEVERABILITY

The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided for. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION FOURTEEN: EFFECTIVE DATE

This Ordinance shall take effect immediately upon receipt of notice from the Florida Department of State of its filing with that office, however, that a one (1) year implementation period from the effective date is hereby established. During this implementation period, no citations, notices to appear or other enforcement actions will be taken by the County.

Commissioner Hall made a motion to adopt the foregoing Ordinance, seconded by Commissioner Janes. The vote was as follows:

ROBERT P. JANES	<u>AYE</u>
BRIAN BIGELOW	<u>AYE</u>
RAY JUDAH	<u>AYE</u>
TAMMARA HALL	<u>AYE</u>
FRANK MANN	<u>AYE</u>

DULY PASSED AND ADOPTED THIS 13th day of May, 2008.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Ray Judah
Chairman



APPROVED AS TO FORM:)

BY: [Signature]
Office of the County Attorney



FLORIDA DEPARTMENT OF STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

May 20, 2008

Honorable Charlie Green
Clerk of Court
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Marcia Wilson, Deputy Clerk

2008 MAY 23 PM 12:59
RECEIVED BY
LEE CO. ATTORNEY

Dear Mr. Green:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated May 15, 2008 and certified copies of Lee County Ordinance Nos. 08-07 and 08-08, which were filed in this office on May 16, 2008.

Sincerely,

Liz Cloud
Program Administrator

LC/srd

RECEIVED
MINUTES OFFICE

2008 MAY 23 AM 8:20

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dlis.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282



Superior Service From The Ground Up

February 24, 2015

Miromar Lakes Community Development District
20141 N.E. 6th Terrace
Wilton Manors, Florida 33305
Attention District Manager – James P. Ward

Re: Landscapes Maintenance Bid for Miromar Lakes Community Development District

Dear Mr. Ward:

Thank you for the opportunity to submit a proposal for the landscape maintenance of Miromar Lakes Community Development District. After reviewing and evaluating the bid packet including the detailed specifications, we are pleased to submit for consideration the enclosed proposal and related documents. Estate acknowledges receipt of the Addenda dated February 19, 2015 and has prepared it's bid response accordingly.

In addition to the Proposal, Certified Resolution, Bid Schedule and Public Entity Crime form included in the bid packet, we have provided responses to section 2.06.1-4-i-vii. PREPARATION AND SUBMISSION OF BIDS:

Estate will provide value for Miromar Lakes Community Development District's landscape investment by maintaining the grounds with the same high quality standard we have delivered for the past seven (7) years. By utilizing the same Account Manager, Operations Supervisor, Foreman and staff the learning curve and ramp-up time will be eliminated thus allowing for a seamless transition from one contract term to the next.

The Estate Team understands the expectations of quality and services which are needed to maintain the level of detail everyone has come to know and appreciate as demonstrated by the recent Planet Grand Award of Excellence for Landscaping.

Please do not hesitate to contact me directly if there are any questions or clarifications required. I can be reached via phone at (239) 872-0984 or by e-mail at KKollmann@Estatelandscaping.com. We look forward to continuing or relationship and being the preferred Landscape Provider for the Miromar Lakes Community Development District.

Regards,

A handwritten signature in black ink, appearing to read "Kevin Kollmann", written over a white background.

Kevin Kollmann
Owner/Vice President
Estate Landscaping

Miromar Lakes

Community Development District

Landscape Maintenance and Porting Services of
Rights-of-Ways and similar Planting Areas within the District

Bid Proposal Responses and Submittals

Prepared by:

Estate Lawn and Landscape Maintenance

February 2015

Section 2.06
2.06-1, 2.02-2, 2.06-3, 2.06-4a, 2.06b, 2.06c and 2.06d.i-vii
Preparation and submission of the Bid

2.06-1 Signature of Bidder:

Estate Landscaping Response - Signed Proposal, Resolution of Authorization and Sworn Statement of Public Entity Crimes enclosed.

2.06-2 Basis for Bidding:

Estate Landscaping Response - Enclosed pricing for item as either lump sum or unit price.

2.06-3 Price:

Estate Landscaping Response - Enclosed total pricing calculated off the lump sum and/or unit pricing.

2.06-4 Submission of Bids:

2.06-4.a Each bid must be submitted on the Proposal Form as furnished together with suitable Proposal Guaranty:

Estate Landscaping Response– Enclosed please find fully completed and executed proposal forms accompanied by a certified bank check totaling no less than five percent (5%) of the bid amount made payable to Miromar Lakes Development District as a bid guarantee.

2.06.4.b The proposal and bid guarantee must submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the bidder:

Estate Landscaping Response – Completed

2.06.4.c The Bidder must submit with its bid an accompanying letter in which he shall list the name and addresses of its major Subcontractors together with the services they will supply:

Estate Landscaping Response – Estate Landscaping will not utilize the services of subcontractors on this project. Please refer to the enclosed letter for details.

2.06.d The bidder shall submit with his Proposal evidence in Landscape Maintenance and financial status by providing the following:

Estate Landscaping Response – Please see answers to specific questions list below in 2.06.d.i-vii.

2.06.d.i Proof that he maintains a permanent place of business; and

Estate Landscaping Response -

Estate Landscaping and Lawn Management
 2360 Prince Street
 Fort Myers, FL 33911-7258
 Telephone Number (239)-498-1187
 Website WWW.Estatelandscaping.com

Please see attached Certificate of Occupancy for proof that Estate maintains a permanent place of business. (Attachment #1)

2.06.4.d.ii Proof that he has adequate plant, machinery, manpower and equipment and can do the work properly, expeditiously and in high quality manner in order to meet time and budget requirements; and

Estate Landscaping Response -

Plant not applicable.

Corporate Headquarters:

Fort Myers, FL
 Office Space - 13,000 square feet
Yard Space - 114,000 square feet
 Total Space - 127,000 square feet

Naples Satellite Branch:

Office space, storage facility and yard - 10,000 square feet

Machinery and equipment:

Equipment	Quantity
Crew Trucks	16
Crew Trailers	9
Pick Up Trucks	8
Irrigation Trucks	4
Pest Control Trucks	3
Pest Control Trailers	3
Toro Greens-master Reel Mower	3
Toro Triplex Reel Mower	1
Rotary Mowers 36" to 60 "	28
Rotary Mowers 21"	7
Stick Edger	24
Line Trimmer	30
Hedge Trimmer	18

Power Pruner	4
Chain Saw	4
Back Pack Blower	20
Back Pack Fertilizer Blower	3
New Holland Tractor	1
New Holland Skid-Steer	1
PC Z-Sprayer	3
Tractor Mounted Spreader	1
Utility Vehicle	7

Employees:

Company Wide

Number of employees summer season (May-September) – Approximately 96

Number of employees winter season (October – April) – Approximately 54

Number of employees assigned to perform work for the Miromar Lakes Community Development District:

- 1 Account Manager
- 1 Operations Supervisor
- 1 Certified Irrigation Technician
- 1 Pest Control Technician
- 1 Foreman
- 9-13 Gardeners based on season and operations being performed

In continuing to provide a consistent, well-manicured appearance throughout Miromar Lakes Community Development District and the Masters Association, Estate plans to utilize the talents of Mark Johonnett as the Account Manager and Miguel Barreto as the Operations Supervisor for Miromar lakes Community Development District. Mark and Miguel have been working together maintaining the Miromar Lakes CDD for the past four (4) years. They are extremely familiar with the scope of work and have a complete understanding of the expectations for this upscale Community and the quality its Residents have come to know.

Since these team members have experience with maintaining the landscaping for Miromar Lakes CDD and Master Association, the learning curve will be eliminated. The remainder of the team is tenured, experienced and fully trained. Therefore no personal will be trainees.

Listed below are the educational backgrounds and professional experience of Estates Owner, Branch Manager and key employees that will be assigned to Miromar Lake Community Development District.

Owner and Executive Vice President: Kevin Kollmann

- BIE Auburn University, MBA Florida Institute of Technology
- Certified Pest Control Operator
- Florida Best Management Practices Certified
- 20 years management experience
- 8 years landscape management experience
- 5 years' experience as a Plant Manager for a fertilizer company
- 5 years' experience as a Fertilizer and Chemical Business Manager for TERRA Corporation –*Florida Division*

Branch Manager: Charlie Hemelgarn

- Florida Certified Horticulture Professional
- Florida Best Management Practices Certified
- Licensed Irrigation Technician
- ISA Certified Arborist
- Florida Water Star Accredited Professional
- Over 20 years of Horticultural and Landscape management experience

Account Manager: Mark Johonnett

- Florida Certified Horticultural Professional
- Florida Certified Pest Control Operator
- Florida Best Management Practices Certified
- Florida Best Management Practices Certified Trainer
- Florida Certified Landscape Designer
- Spray ID Card
- Storm Water Management Inspector
- LTD Commercial Fertilizer Applicator
- Over 20 years Landscape and Property Management experience

Operations Supervisor: Miguel Barreto

- Bi-Lingual in English and Spanish giving him the ability to communicate with the mowing and pruning crews and the Account Manager, Mark Johonnett
- Florida Best Management Practices Certified
- Spray ID Card
- 15 years Landscape Management experience
- 4 years' experience managing the landscaping for Miromar Lakes Master Association
- LTD Commercial Fertilizer Applicator
- Florida Certified Horticultural Professional

Foreman: Felix Oxlaj

- Bi-Lingual in English and Spanish
- Florida Best Management Practices Certified
- Spray ID Card
- 8 years landscape experience at Miromar Lakes

2.06.4.d.iii Proof of recent, current and projected workloads of the firm, together with evidence of previously awarded contracts to the firm by owner; and

Estate Landscaping Response – Estate landscaping serves approximately 250 plus diverse clients located throughout Lee and Collier Counties. Estate recently renewed the Miromar Lakes Master and Association contract for a seven (7) year term and is the current provider of landscape services for the Miromar Lakes CDD.

2.06.4.d.iv Proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and

Estate Landscaping Response – Estate Landscaping has the financial backing and stability to provide a consistent, high level of service. Estate Landscaping has a low debt to equity ratio and has never failed to complete a project.

Our excellent payment history and established line of credit allow us excess availability of capital for this project.

Banking and Credit References: (Please see Attachment #2)

2.06.4.d.v Proof that he has successful contractual and technical experience in work of similar contracts, size and scope within Lee County and/or surround areas; and

Estate Landscaping has been the service provider to Miromar Lakes Community Development District for the past five (5) years and has been providing similar services to other local clients.

Estate Landscaping has recently secured a seven (7) year extension to its current contract encompassing all landscape services for the Miromar Lakes Master Association. Estate Landscaping will benefit Miromar Lakes Community Development District by continuing to provide consistent, visually appealing and award winning landscaping throughout the Miromar Lakes Community;

Miromar Lakes Beach and Golf Club
Miromar Lakes, FL
Chris Bevers Director of Golf and Grounds Maintenance: (239) 287-1061
Landscaping Managed by Estate since 2001

Bella Terra (Various HOA's and CDD)
Estero, FL
Kevin Ingledue, Alliant Property Management: (239) 671-3404
Landscaping Managed by Estate since 2013

Colonial Country Club (various HOA's/COA's)
Fort Myers, FL
Kathy Ownes, President of Home Owners Association: (239) 225-2775

Landscape Managed by Estate since 3003

Please see attached reference letters for these properties (attachments #3, 4 and 5)

2.06.4.d.vi Proof that he has all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the contract documents; and

Estate currently holds all required state, county and local licenses and certificates to perform the work outlined in the contract documents for Miromar Lakes Community Development District. Specifically Estates Pest Control License Number JB104200 is renewed and current with Mark Johonnett holding the Certified Pest Control Operator (CPCO) licensing.

Other areas of expertise certification and competency include Irrigation and Sprinkler Contr, Landscape Restricted Contr, FNGLA Certified Horticulture Professional, Landscape Maintenance, Certified Pest Control Operator, Best Management Practices, Storm-water Erosion and Sedimentation Control Inspector

Estate also possesses necessary insurance coverages to fulfill the requirements of the Miromar Lakes Community Development District.

Attachment #6 – Lee County Tax Receipt – Business License

Attachment #7 – State of Florida Pest Control License

Attachment #8 – Certificates of Training BMP

Attachment #9 - Certificates of Insurance – General Liability

Attachment #10 - Certificates of Insurance – Auto Liability & Workman’s Compensation

Attachment #11 – Irrigation Licensing

Attachment #12 – Various Company and Employee Certifications

I.D. numbers for IRS – Federal ID # 20-8118894

2.06.4.d.vii Proof that all the subcontractors he proposes to use hold all valid necessary state, county and local licenses, and certificates of competency covering all operations of said subcontractor.

Estate Landscape Response – Estate is a full service provider of landscape services which performs all operations with a fully trained in-house staff. At this time Estate has no intent to subcontract in part or whole any services required by Miromar Lakes Community Development Distract for Landscape services.

5.03.8-v Whitefly application

Estate’s Ficus Whitefly management plan will consist of a soil trench utilizing Merit 75WSP at the rate of 1.6 per 100 linear feet of hedge. (Please see Attachment 13 for additional information)

CITY OF FORT MYERS
2200 SECOND STREET
FORT MYERS, FL 33901

Attachment #1

BUILDING & ZONING
2285 UNION STREET
FORT MYERS, FL 33901

BUILDING AND ZONING

CERTIFICATE OF OCCUPANCY

This is a Final Certificate of Occupancy

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use. For the following:

Certificate of Occupancy No. 96100498-001 Building Permit No. 96100498
Lot: 1-3+16-18 Block: 16 Parcel Number: 194425P1003160010
Subdivision: 145 : FRANKLIN PARK

~~State Land Use Code: 9400 : VACANT FLOOR AREA~~

Use Classification: Group B : BUSINESS

Building Address: 2360 PRINCE ST

Type Construction: Unknown Zoning: I1

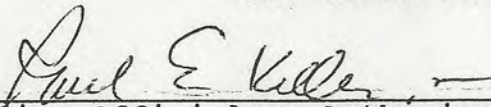
Legal Description:
PRIOR PARCEL#: 34530020
FRANKLIN PARK BLK 16PB 4 PG 72 LOTS 1-3 + 16-18

Power Release Information: 08/13/97 12:00PM

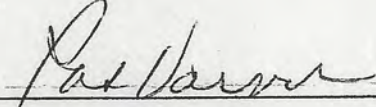
Permit Job Description: NEW COMMERCIAL BUILDING (OFFICE BUILDING FOR SOD CO)

C.O. Description: NEW COMMERCIAL BUILDING

Owner of Building: TRIPLE, J OF LEE CO. INC
PO BOX 6742
FT. MYERS FL 33911



Building Official or Authorized Agent

Date: 

5/13/97

NOTE: A new certificate is required if the use of the building or premises is changed, or if alterations are made to the building or property described. A new certificate voids any certificate of prior date.

Post in a Conspicuous Place

Attachment # 2

Credit Information for

ESTATE LANDSCAPING & LAWN MANAGEMENT LLC

Federal ID#: 20-8118894

Physical Address: 2360 Prince Street
Fort Myers, FL 33916

Billing Address: P.O. Box 7258
Fort Myers, FL 33911-7258

Phone: (239) 498-1187
Fax: (239) 337-7093

Purchase Orders Required: Yes

Tax Exempt: No

State: Florida

Bank: Busey Bank Florida
Jonathan Engh
7980 Summerlin Lakes Dr. Suite 204
Fort Myers, FL 33907
(239) 689-7148

Trade References:

Sarlo Power Mower, Inc. P.O. Box 1169 Fort Myers, FL 33902 (239) 322-1955	Corders Landscape Supply 24119 Production Circle Bonita Springs, FL 34135 (239) 495-5444
John Deere 6281 Arc Way Fort Myers, FL 33912 (239) 936-5959	Landscaper's Choice 24242 Production Cr. Bonita Springs, FL 34135 (239) 676-8293

Officers/Owners:

Pamela Kollmann, President 11770 Rosemount Drive Fort Myers, FL 33913	Kevin Kollmann, Vice President 11770 Rosemount Drive Fort Myers, FL 33913
---	---

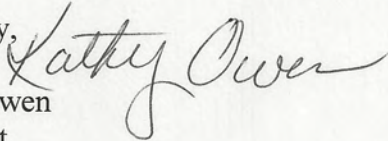
Attachment #3

February 18,2015

To whom it may concern.

I am the president of the Shadow Glen II association at Colonial Country Club in Fort Myers, Florida. For the past 7 years, since I became president of the association, I have worked closely with management of Estate Landscaping. I am very happy with the quality of work they have performed for us and enjoy working with the crew managers. They have been easy to work with and are very responsive to our needs. It is not unusual for me to ask to have a problem remedied to have it completed in a few hours or the same day. It is that level of service that causes us to continue our relationship with Estate. We find that the depth of their services allows us to work with one company rather than having to outsource. I would highly recommend this company.

Sincerely,



Kathy Owen
President

Shadow Glen II at Colonial



Attachment #4

February 20, 2015

To whom it may concern,

Estate Landscaping has provided superior landscape services during my seven year tenure at Miromar Lakes Beach and Golf Club. They have been the only landscape contractor responsible for all common areas since the construction of Miromar Lakes Beach and Golf Club. I would recommend their services to any customer seeking a responsible landscape contractor.

Please feel free to contact me personally with any questions regarding Estate Landscaping's level of customer service and quality of performance.

Sincerely,

Christopher Bevers

Director of Grounds

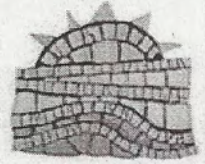
Attachment #5

Bella Terra of Southwest Florida

20070 Bella Terra Blvd.

Estero, FL 33928

Phone: 239-495-7172 ** Fax: 239-333-0702



February 18, 2015

Bella Terra has used Estate Landscaping for over a year and is pleased with the service they provide. Bella Terra is a large community and consists of almost 1900 doors. Estate handles the majority of the neighborhoods within Bella Terra. The service and follow up of the team leaders and account managers is excellent. Work orders are submitted from requests of residents and are handled within 24-48 hours. Estate does a great job communicating with the residents when necessary as well as the office team. Estate handles the irrigation issues at Bella Terra and has done some enhancements within the community. Bella Terra is happy with Estate and would recommend their services.

Respectfully,

Alliant Association Management

Kevin Ingledue, CAM



Lee County Tax Collector

2480 Thompson Street
Fort Myers, Florida 33901
www.leetc.com Tel: 239.533.6000

Attachment #6

Local Business Tax Account: 0703306

Dear Business Owner:

Your 2014-2015 Lee County Local Business Tax Receipt is attached below. The receipt is non-regulatory and is issued using the information currently on file with our office. It does not signify compliance with zoning, health or other regulatory requirements nor is it an endorsement of work quality.

Annual account renewal notices are mailed in August to the address of record at that time; to ensure delivery of your annual notice, mailing addresses may be updated online at www.leetc.com. If there is a change in the business name, ownership, physical location or if the business is being closed, please follow the instructions on the back of this letter to transfer or to close the account.

I hope you have a successful year.

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records

LEE COUNTY LOCAL BUSINESS TAX RECEIPT 2014 - 2015



ACCOUNT NUMBER: 0703306

ACCOUNT EXPIRES SEPTEMBER 30, 2015

Location

2360 PRINCE ST
FT MYERS FL 33916

ESTATE LANDSCAPING AND LAWN MGMNT LLC
KOLLMANN KEVIN
2360 PRINCE ST
FT MYERS FL 33916

May engage in the business of:
PROFESSIONAL LANDSCAPING COMPANY

The business and qualifier on this Business Tax Receipt is "REGISTERED" in compliance with ordinance 08-08.

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

THIS IS NOT A BILL - DO NOT PAY

PAID	019382-46-1	09/08/2014 10:41
	DP500	\$50.00

State of



Florida

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

PEST CONTROL LICENSE

Number: JB104200

**ESTATE LANDSCAPING & LAWN MANAGEMENT
2360 PRINCE ST, FORT MYERS, FL 33908**

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

Date: December 5, 2014
File No.: JB104200
Expires: October 31, 2015

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2015** AT

2360 PRINCE ST
FORT MYERS, FL 33916
Lawn and Ornamental

ESTATE LANDSCAPING & LAWN MGMT LLC
PO BOX 7258
FORT MYERS, FL 33911-7258

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

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

ESTATE LANDSCAPING & LAWN MGMT LLC
2360 PRINCE ST
PEST CONTROL FIRM
JB104200

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **October 31, 2015**

Adam H. Putnam
COMMISSIONER

Signature

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

State of



Florida

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

CERTIFIED PEST CONTROL OPERATOR

Number: JF150266

MARK JOHN JOHONNETT

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 May 3, 2007

Charles H. Bronson

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
April 17, 2014

File No.
JF150266

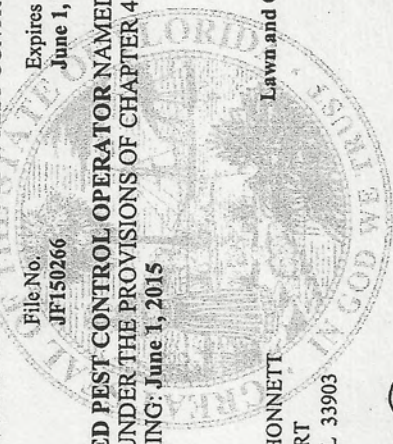
Expires
June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 1, 2015

MARK JOHN JOHONNETT
946 HAPPY COURT
FORT MYERS, FL 33903

Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER





**Certificate of Training
Best Management Practices
Florida Green Industries
Instructor**

T-GV5330-2

Certificate #

GV5330

Trainee ID #

The undersigned hereby acknowledges that

Mark Jonhonnett

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.

Donald P. Rainey

D. Rainey

4/28/2010

Heather Ritchie

Issuer

Instructor

Date of Class

DEP Program Administrator

Not valid without seal

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

Certificate of Training
Best Management Practices
Florida Green Industries



GV00764-2

Certificate #
GV00764

Trainee ID #

The undersigned hereby acknowledges that

Charlie Hemelgarn

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.

Renee Wilson

Issuer

Not valid without seal.

Trenholm

Instructor

03/07/06

Date of Class

John Churchard

DEP Program Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2014

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

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

PRODUCER GREAT SCOT! INSURANCE INC 12155 Metro Pkwy Ste 28-A Ft Myers FL 33966-8302	CONTACT NAME: Daniel Wall PHONE (A/C, No, Ext): (239) 561-3400 FAX (A/C, No): (239) 561-0496 E-MAIL ADDRESS: dan@gsiinsurance.com														
INSURED Triple J Mgmt., LLC; Triple J Grassing, LLC; Estate Landscaping & Lawn Mgmt. LLC; Triple J Holdings, LLC PO Box 7258, Fort Myers FL 33911-7258 2360 Prince St., Ft Myers, FL 33916	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Wesco Insurance Company</td> <td style="text-align: center;">25011</td> </tr> <tr> <td>INSURER B : Torus National Insurance Company</td> <td style="text-align: center;">25496</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wesco Insurance Company	25011	INSURER B : Torus National Insurance Company	25496	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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	GENERAL LIABILITY			WPP1121737-01	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/>						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT				<input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/>	HIRE AUTO	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	COLL DED \$0	<input type="checkbox"/>				\$
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	81514H141ALI	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>				AGGREGATE \$ 2,000,000
	<input type="checkbox"/>		<input type="checkbox"/>				\$
		DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	Property			WPP1121738-01	11/01/2014	11/01/2015	Contents \$ 8,000

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

Miromar Lakes, CDD is named as additional insured on General Liability policy

CERTIFICATE HOLDER Miromar Lakes CDD 9220 Bonita Beach Road, Suite #214 Bonita Springs, FL 34135	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2014

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.

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PRODUCER Bouchard Insurance P O Box 60287 Fort Myers FL 33906		CONTACT NAME: PHONE (A/C, No, Ext): 239-489-3232 E-MAIL ADDRESS: clcerts@bouchardinsurance.com		FAX (A/C, No): 239-489-1084	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Triple J Management, LLC & Triple J Grassing, LLC & Estate Landscaping & Lawn Management, LLC PO Box 7258 Fort Myers FL 33911-7258		TRIPL-0 INSURER A : Bridgefield Employers Ins Co INSURER B : Owners Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :		10701 32700	

COVERAGES CERTIFICATE NUMBER: 1300053247 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			4436519800	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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		N	083052832	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

MIROMAR LAKES CDD
 9220 BONITA BEACH RD #214
 BONITA SPRINGS FL 34135

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



Attachment #11

LIC2009-00780

PKollmann@TripleJInc.com renewa

License Holder Name: CHARLES K HEMELGARN
 Firm Name: ESTATE LANDSCAPING AND LAWN MGMT
 Address: PO BOX 7258
 FORT MYERS FL 33911

Thank you for assisting Lee County Contractor Licensing in their effort to "Go Green". Please keep this document/file in a safe place as you will not be receiving any additional copies of your license from this office. Be sure to keep your email address current with us at all times.

Below please find your Lee County Certificate of Competency. This Certificate will need to be renewed yearly if you wish to perform work in Unincorporated Lee County. Renewal will begin in the middle of August of each calendar year. If you choose to place your license on inactive status please notify this office as soon as possible. Please keep yourself up to date with our departments information by periodically reviewing our website at www.lee-county.com/dcd/contractorlicensing.htm

In addition to this Certificate, it is your responsibility to maintain your worker's compensation, general liability insurance and obtain a yearly business tax receipt from the Lee County Tax Collector while performing work in Unincorporated Lee County. You may email your certificates of insurance to ContractorLicensing@Leegov.com. Our phone number is 239-533-8895.

Please send e-mail address and/or telephone changes to ContractorLicensing@Leegov.com

IMPORTANT CHANGE PLEASE READ:

In an effort to reduce costs and "go green" we will no longer be mailing renewal reminders. If you wish to receive a renewal reminder via email please provide us with your email address along with your case number LIC2009-00780 to ContractorLicensing@Leegov.com. Re: "renewal by email".

Cut Here

Conditions of Certificate

Renewal due for active and inactive certificate each year in September.

COMP. NO. shall appear on all advertisements including vehicles reflecting a business name.

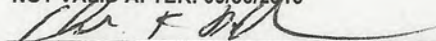
Shall only contract in D/B/A name as it appears on certificate. Board of Approval required on business name changes.

LEE COUNTY
 CERTIFICATE OF COMPETENCY
 (239) 533-8895

NAME: CHARLES K HEMELGARN
 D/B/A ESTATE LANDSCAPING AND LAWN MGMT LL
 LICENSED FOR: Irrigation Sprinkler Cntr

COMP. NO.: LS09-00780

NOT VALID AFTER: 09/30/2015


 Signature of License Holder

Conditions of Certificate

Shall maintain required insurances on active certificates.

Shall inform the Contractor Licensing Office of any Address or telephone # change.



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

May 22, 2014

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us

Mark Johonnett
Estate Landscaping & Lawn Maintenance
2360 Prince ST.
Ft. Myers, FL 33911

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Mark Johonnett

Class Date
April 3, 2014

Inspector Number
30533

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Mark Johonnett

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

April 3, 2014

Hal Lunsford

Inspector Number 30533

Kathryn Brackett



TRAINED AND CERTIFIED in THE

FLORIDA GREEN INDUSTRIES

Certificate



Awarded to



Mark Johannett

Certifying The Completion of 4.25 Training Hours
on the Topic of Green Industries Best Management
Practices on June 8, 2007

Terril A. Nell, Chair,
Environmental Horticulture

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

Michael Koester
Florida Certified Horticultural Professional



BEST MANAGEMENT PRACTICES



for the PROTECTION OF WATER RESOURCES in FLORIDA

Lee County Extension Service

Certificate of Completion

Recognizing the Completion of all Requirements for

Landscape Maintenance

Mark Johannett

Is hereby awarded this certification for successfully completing
the prescribed course on **November 5, 2003.**

Stephen H. Brown

Stephen H. Brown
Horticulture Agent



Susan L. Hedge

Susan Hedge
County Extension Director

Attachment #12.4



The Florida Nurserymen & Growers Association Confers on

Charles Hemelgarn

Certificate No. H96 5424

The Title of

Florida Certified Horticulture Professional (FCHP)

with all the rights, duties and responsibilities pertaining thereto

September 30, 2006

Expiration Date



M. E. Bode

FNGA President

Tom I. Aiello

FNGA Certification Committee Chairman

Ben Schuch

FNGA Executive Vice President

Henry Holt

FNGA Director of Industry Certifications



The Florida Nursery, Growers & Landscape Association

Confers on

Mark Johannett

Certificate No. H65 5323

The Title of

FNGLA Certified Horticulture Professional (FCHP)

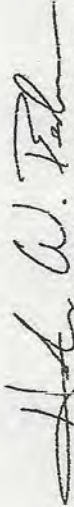


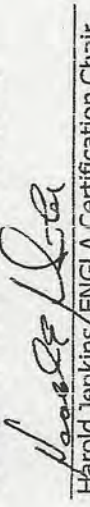
June 30, 2015


Expiration Date

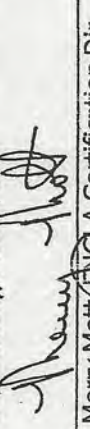
April 2003

Certified Since


Halsey W. Beshears, FNGLA President


Harold Jenkins, FNGLA Certification Chair


Ben Bolusky, FNGLA CEO


Merry Mott, FNGLA Certification Dir



The Florida Nursery, Growers & Landscape Association
Confers on

Jose Miguel Barreto **H37 7846**

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: March 31, 2017
Certified Since: March 2014

A handwritten signature in black ink, appearing to read 'Mike Marshall'.

Mike Marshall, FNGLA President

A handwritten signature in black ink, appearing to read 'Merry Mott'.

Merry Mott, FNGLA Certification Director



Hedge application general guidelines for FICUS WHITEFLY

MERIT 75WSP

1.6 oz Packets / 100 linear feet of hedge

		<u>Rate</u>		
		Low	Medium	High
Trimmed hedge height (Ft)	4	2	3	4
	8	4	6	8
	12	6	9	12

MERIT 2F

Ounces / 100 linear feet of hedge

		<u>Rate</u>		
		Low	Medium	High
Trimmed hedge height (Ft)	4	6.7	10	13.3
	8	13.3	20	26.7
	12	20	30	40

NOTES:

- Direct the spray to the base of the hedge
- Application must be to the soil.
- Use the MERIT calculator for more specific recommendations.
- Be sure to read and follow all label directions.

BACKED
by **BAYER**

Ficus Whitefly Management in the Landscape

Introduction: In 2007, a whitefly [*Singhiella simplex* (Singh) (Hemiptera: Aleyrodidae)], new to this continent, was reported attacking ficus trees and hedges in Miami-Dade County. Currently, this pest can be found in 16 Florida counties (Brevard, Broward, Collier, Hillsborough, Indian River, Lee, Manatee, Martin, Miami-Dade, Monroe, Okeechobee, Orange, Palm Beach, Pinellas, Sarasota, and St. Lucie).



What are whiteflies? First, they are not flies or related to flies. They are small, winged insects that belong to the Order Hemiptera which also includes aphids, scales, and mealybugs. These insects typically feed on the underside of leaves with their “needle-like” mouthparts. Whiteflies can seriously injure host plants by sucking nutrients from the plant causing wilting, yellowing, stunting, leaf drop, or even death. There are more than 75 different whiteflies reported in Florida.

Biology: The life cycle of the ficus whitefly is approximately one month. Eggs, which are usually laid on the underside of leaves, hatch into a crawler stage. The crawler which is very small wanders around the leaf until it begins to feed. From this point until it emerges as an adult, it remains in the same place on the plant. These feeding, non-mobile stages (nymphs) are usually oval, flat, and initially transparent. The early nymph stages can be very difficult to see. As the nymphs mature, they become more yellow in color, more convex, and their red eyes become more visible, making them easier to see.



Nymphs



Eggs



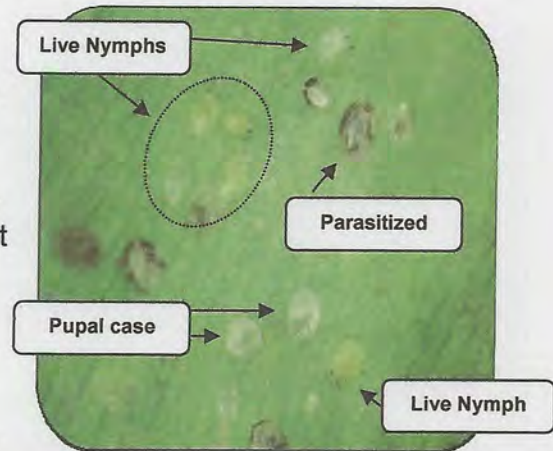
Nymph and adult

Plant Damage: The leaves of ficus trees infested with whiteflies begin to turn yellow before the leaves are dropped from the plant. Defoliation is one of the most obvious symptoms of an infestation of ficus whitefly. However, if you have defoliation, you have had the whitefly for numerous months. In addition to defoliation, there can be branch dieback. The amount of branch dieback is highly variable and is probably linked with the overall health of the plant. In most cases, trees and hedges will grow new leaves. Dead branches need to be pruned out. This whitefly has been most commonly found infesting weeping fig (*Ficus benjamina*) but has also been seen on several of the commonly planted ficus in the Florida landscape. This particular whitefly has never been reported on anything but ficus. A few ficus species that appear not to be affected by this whitefly include *F. microcarpa* “Green Island”, *F. religiosa*, *F. carica* (edible fig), *F. lyrata*, *F. pumila* (= *F. repens*), and *F. elastica* “Burgundy”.



Management in the Landscape: Before taking steps to manage ficus whitefly, it is important to not only identify that you have ficus whitefly or at risk of getting this whitefly. Often, when new pests arrive in a new place, they can reach very high populations and can be extremely damaging. It is not uncommon, however, that after several years after establishment, its impact is greatly reduced. Although it may be necessary to use insecticides for this pest, it is very important to understand the importance of natural enemies and the need to focus on long-term, biologically based management.

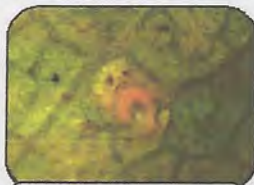
- Monitor your ficus plants for early signs of an infestation because it will be easier to manage the pest before it builds to high populations and causes major damage. Remember, if you have defoliation, the whitefly has already gone through several generations (several months). Although sometimes it is easy to see the adults flying around; they are not the best stage to use to determine your infestation. The adults do not live very long, and you often will not see the adults, but still have an active, live whitefly infestation. Commonly, you see several stages of the whitefly or signs that the whitefly has been there (pupal cases). Also, parasitized whitefly are often seen.



- It is suggested to reduce the amount of pruning if the hedge/tree is infested with ficus whitefly to reduce the level of stress on the plant. If you trim/prune infested plants, either leave the clippings on the property or if removing, bag the clippings to reduce the chance of spreading the insects. Note that the later stages of the whitefly on fallen leaves can survive and emerge into an adult and attack more ficus.
- In the landscape, several natural enemies have been observed attacking this whitefly which can play an important role in long-term control. Awareness of these natural enemies is very important so they are not also killed while trying to control the whitefly. These natural enemies include at least 2 parasitoids, 5 beetle predators and lacewings. Protecting natural enemies is a critical component in the long-term control of this pest.



Parasitoid



Parasitized nymph



Beetle predators



Lacewing eggs

- If you are in an infested area and have susceptible ficus, you may initially need to use an insecticide to control this pest. It is extremely important to use the appropriate insecticides, methods, and timing in order to get the best control with the least amount of detriment to the natural enemies or the environment. There are several insecticide

options and most active ingredients come in more than one formulation (i.e. wettable powder, liquid, soluble granules, granular, pellets) and method of application.

- Apply a systemic (neonicotinoid) insecticide to the soil or trunk.

Systemic Neonicotinoid Insecticides for Use in the Landscape	
Active Ingredient	Trade Names
Acetamiprid	TriStar (Note: no soil application allowed)
Clothianidin	Arena, Aloft*
Dinotefuran	Safari
Imidacloprid	Merit, Coretect, Allectus*
Thiamethoxam	Meridian
*These products also contain a pyrethroid insecticide	

- Soil application methods – drench (fluid), surface (granular), bury (pellet)
 - Trunk application – basal spray, injection
 - Using a systemic insecticide with one of these methods should provide approximately one year control. Preferentially, apply the insecticide in the spring.
 - The whitefly does not need to be present for this type of application; however, this should only be done when it is known that the whitefly is in the area and your trees/hedges are at risk.
 - Misuse or overuse can cause problems such as insecticide resistance, secondary pest problems, environmental contamination, and detrimental effects on non-target organisms. The site and method of application must be on the label.
 - Note that these systemic insecticides also have restrictions about using near water (ponds, lakes, rivers, etc.). Always follow the label directions – **“The label is the law”**.
 - Take advantage of the different formulations and methods of application to fit the best product for your situation.
- Apply an insecticide to the foliage of the plant only when necessary.

Insecticide Options for Foliar Sprays in the Landscape	
Active Ingredient (Trade Name)	Active Ingredient (Trade Name)
Abamectin (Avid)	Dinotefuran (Safari)
Acephate (Orthene)	Fenoxycarb (Preclude)
Acetamiprid (TriStar)	Horticultural oil
Azadirachtin (Azatin XL; Azatrol)	Imidacloprid (Merit; Coretect; Allectus)
Beauveria bassiana (Botanigard)	Malathion (Malathion)
Bifenthrin (Talstar; Bifenthrin Pro; Onyx)	Potassium salts/fatty acids (Insecticidal soaps)
Carbaryl (Sevin)	Pymetrozine (Endeavor)
Clothianidin (Arena)	Pyriproxyfen (Distance)
Cyfluthrin (Tempo)	Spiromesifen (Forbid)
Cypermethrin (Demand)	Thiamethoxam (Meridian)
Deltamethrin (DeltaGard)	

- In general, foliar sprays are not for long-term control. Most are only active for a few weeks. However, some of these products can be very useful for quick knockdown in “hot spots” or for use in smaller situations.
- DO NOT use the same insecticide on the leaves that you use in the soil or on the trunk.
- If you use a foliar spray, there should be live whitefly present on the leaves.
- For extremely long hedges, it is not necessary to use a foliar spray on the entire hedge; just use where needed.
- Most foliar sprays require thorough coverage of the leaves for effective control.
- Most foliar sprays require frequent application (approximately every 7 to 10 days)
- Broad spectrum or persistent insecticides often kill a high proportion of predators and parasites. Carbamates (i.e. carbary), organophosphates (i.e. malathion) and pyrethroids (i.e. bifenthrin, cyfluthrin) are especially toxic to natural enemies.

For more information, contact your local Extension agent for additional information or <http://trec.ifas.ufl.edu/mannion/>

Catharine Mannion, Ph.D., University of Florida, Tropical Research and Education Center

Photo Credits: H. Glenn, UF/IFAS

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U.S. Department of Agriculture, Cooperative Extension Service, University of Florida, IFAS, Florida A. & M. University Cooperative Extension Program, and Boards of County Commissioners Cooperating. Larry Arrington, Dean.

Attachment #13.6



The exclusive providers of OTC Tree Injection Formula and the patented Tree Saver Injection System for the control of Phytoplasma Diseases in Palms including Lethal Yellowing and Texas Phoenix Palm Decline.

[Home](#)

[Susceptible Palms](#)

[Symptoms](#)

[Products](#)

[Instructions](#)

[Links](#)

Instructions and Frequently Asked Questions

The basics of injecting are easy! Just **Drill** hole, **Insert** valve, and **Inject** etc.



[Click here for detailed printable instructions.](#)

DETAILED INSTRUCTIONS FOR INJECTING PALMS

Hydrating OTC Solution

Determine Dose

Only mix the amount of product to be used in one day. If you will be injecting less than 30 palms mix OTC using the "Single Dose" Instructions. If you will be injecting greater than 30 palms mix OTC following the "By the Bottle" instructions.

Single Dose (1 teaspoon of OTC + 3cc of water equals 1 dose)

For mixing a single dose begin by removing 1 level scoop (1 teaspoon) of OTC using the supplied small green measuring scoop and place OTC into a larger mixing cup (the supplied large mixing cup works fine). Draw 3cc of purified water (preferably distilled water) into the single dose syringe and add to the OTC powder. Mix solution thoroughly for several minutes until all powder dissolves. Insert tip of syringe into the measuring cup and draw solution into syringe. It is often easier to do this without the needle attached. Inject according to the instructions below. This dose yields 1.5 active grams of OTC.

By the Bottle (1 Bottle of OTC + 90cc of water equals approximately 30 doses)

For mixing an entire bottle of OTC begin by removing the lid and adding 90cc of purified water (preferably distilled water) using the supplied large measuring cup. Replace lid and shake bottle vigorously for several minutes. Be sure that all OTC powder has thoroughly dissolved. If using the Self-Refilling Syringe attach the hose and lid connected to the syringe. Prime syringe by squeezing the handle several times until the barrel fills with product and inject according to the instructions below. If using the Single Dose Syringe insert tip of syringe into the measuring cup and draw solution into syringe. It is often easier to do this without the needle attached. Inject according to the instructions below.

Where and How to Inject

First Treatment

- 1) Choose an injection site on the trunk of the palm comfortable for the person performing the work, keeping in mind that to minimize the visibility of the injection site it is recommended to inject on the backside of the palm and low, but NOT in the roots. The actual height injected above the ground does not matter as the OTC is systemic.
- 2) Using the proper size drill bit - 5/16" for the Regular Valves and 1/4" for the Small Valves, drill at a slight downward angle into the

Attachment #13.7

trunk to the proper depth (see below). Do not wobble the bit as you drill as this will create too large of an opening and not allow the valve to fit snugly into the hole and leakage may occur. **IMPORTANT:** Do not drill into or next to a decayed or previously injected area. Be very attentive of the wood fibers coming out on the drill bit. The fibers should be moist, cream or tan colored and near odorless. The fibers should not be dry, dark brown or black or smell rotten. If the fibers are not suitable try re-drilling several inches away from the previous site. Be careful not to 'stack' valves vertically below previous injection sites.

Drilling Depth: Adonidia Palms ≈ 2.5" · Coconut Palms ≈ 3.5" · Date Palms ≈ 4.5"

3) Insert the tapered end of the valve into the hole and hold at the same angle of the drilled hole. Using a hammer, gently tap the casing into the hole until it is snug with approximately 1/4" – 3/8" of the valve left protruding from the palm.

4) Using the syringe (with needle attached) filled with hydrated OTC solution penetrate the 'bulls eye' center of the blue/green silicone at the back of the valve. The needle should pass all the way through the valve to the base, approximately 1 inch. If the needle only penetrates 1/8" and stops you are off center and have hit the 'shelf'. The opening of the valve through which the needle must penetrate is smaller than the size of the blue/green silicone. Re-align and try again. With practice you will hit the center every time!

5) Once the needle is completely inserted compress the syringe handle to administer the proper amount of OTC solution as described below. (The actual amount of OTC solution used is directly proportional to the size of the palm to be injected.) Retract the syringe from the valve and the silicone will seal behind the needle. Leave the valve in the palm and your injection is complete.

Dosage Amount: Adonidia Palms ≈ 2-3 cc · Coconut Palms ≈ 3.5-5 cc · Date Palms ≈ 5-6.5 cc

Second Treatment in the Same Site (3-4 months later)

This is critical information and it is very important to follow these instructions so that the injection is successful using the same site and valve for a second time.

About C.O.D.I.T.- This stands for C-compartmentalization O-of D-decay I-in T-trees. (This process differs between palms and hardwoods). Humans have the ability to heal wounds, trees do not. Drilling a hole is viewed as a wound by a palm. Once wounded, a palm will begin to form a chemical boundary around the injection site as a defense mechanism to avoid pathogen entry. If you are re-injecting within 6-8 weeks, for example an extra dose for a sick palm or a palm in a heavily infected area, you can re-use the same valve and injection site without any extra action. However, if greater than 8 weeks has passed since drilling follow the steps below, otherwise, the injection will not be successful.

- 1) Using pliers remove the valve from the palm and tap out any water that has become trapped within the cavity of the valve.
- 2) Re-drill the hole approximately 3/4"-1" deeper than the original hole using appropriate size drill bit.
- 3) Insert valve into hole and hammer in flush. (The valve hammered flush lets you know that the site has been used twice.)
- 4) Inject as directed in steps 4 and 5 from above.

The valve becomes a permanent plug for the drilled hole after 2 injections. It is not recommended to re-use the valve or injection site more than two times.

Future Treatments

Injections of OTC must be made 3-4 times annually in order to keep enough active grams of OTC in the Palm. Each valve and injection site is capable of being used two times. One palm will require 2 valves and 2 injection sites per year when performed on a quarterly basis.

Frequently Asked Questions

1) "The OTC I have opened looks different than the OTC I have used from Tree Saver in the past. Is it OK?"

The color, particle size and solubility of the active ingredient oxytetracycline vary depending on where it is produced. We strive to provide our clients with the highest quality of OTC we can find. All OTC is thoroughly tested (lab and field) before it reaches our clients and is OK for use in palms.

2) "My Self-Refilling Syringe is not priming, what is wrong?"

It is likely that you have not mixed the OTC well enough and the syringe has become clogged. As mentioned in the answer to the previous question, OTC will vary based on where it is produced. If the OTC does not go into solution as quickly as OTC you have used in the past, perform the following steps: A) Mix a bottle of OTC as described in the 'Hydrating OTC Solution' section above. B) Shake/mix thoroughly for several minutes. C) Let bottle of OTC solution stand for approximately 15 minutes to allow OTC to dissolve. D) Shake bottle of OTC again and attach to Self-Refilling Syringe. E) Gently shake bottle before each injection to keep any undissolved solution from settling to the bottom of the bottle where the pick-up tube is.

3) "I have drilled all the holes in my trees, then inserted all the casings and then tried to inject. Why can't I get the antibiotic into the trees?"

Completely treat only one palm at a time following the steps described above and then move on to the next palm. If you wait too long between inserting the valve and making an injection the palms internal pressure (turgor pressure) will force water from the vascular system to fill the valve with water, making it difficult or impossible to inject the correct dosage of OTC solution into the palm.

4) "Why does my syringe seize up after it has been in storage?"

Probably because it wasn't cleaned very well. After using the syringe, thoroughly rinse with soapy water then draw vegetable oil into the cylinder to lubricate the seals and store. Never use WD40 or any other petroleum based lubricant.

5) "Why should I use the Valves and not just squirt the antibiotic into a hole drilled into the tree?"

The Valves serve three vital functions: A) They seal the drilled hole and keep the antibiotic from seeping out. B) Injecting into the valve creates pressure in the cavity which helps to get the antibiotic flowing in the palms vascular system. C) They reduce the opportunity for pathogen entry.

6) "Can I save an already infected tree?"

Utilizing OTC to combat LY and TPPD evolved as a preventative program, not a cure. This is because by the time you identify the symptoms of the disease in a palm it has almost always progressed to a point that it is incurable. Occasionally, with multiple doses at greater frequencies, 'remission' can be achieved but the palm will always live with the disease. Your focus should be on preventatively treating healthy (non-symptomatic) trees.

7) "My needle is getting clogged, what should I do?"

The needle can become clogged with silicone when it passes through the valve. This is especially true with new needles as they are sharper and tend to cut, rather push the silicone away. There are 3 ways to solve this problem: A) A hard push on the handle can

Attachment #13.8

'squirt' the clogged piece out of the needle. B) Remove needle from syringe and using a very thin wire pass it through the needle to clear out the clog. C) With a new unclogged needle, gently strike the tip of the needle to create a blunt tip. This will greatly reduce the likelihood of having a needle clog.

8) "There is a black stain coming out of the palm where I injected previously, can this be removed?"

Yes! The black stain can be removed with soap and water and a hard bristle scrub brush using minimal effort.

Remember, we want your Lethal Yellowing Control Program to be successful. If you have any questions please feel free to call our office or send us an email. We'd be glad to hear from you.

PO Box 210847 Royal Palm Beach, FL 33421 (561) 655-6940 (561) 798-0445 Fax info@palmtreesaver.com

SPECIMEN LABEL

UPDATES AVAILABLE AT WWW.GREENBOOK.NET 1

Valent U.S.A. Corporation

Safari™ 20 SG

Insecticide

FOR FOLIAR AND SYSTEMIC INSECT CONTROL IN ORNAMENTAL PLANTS

For Greenhouse and Outdoor Use Only

GROUP 4A INSECTICIDE

Active Ingredient	By Wt.
Dinotefuran, (RS)-1-methyl-2-nitro-3-(tetrahydro-3-furylmethyl)guanidine.....	20%
Other Ingredients	80%
Total	100%

EPA Reg. No. 33657-16-59639

KEEP OUT OF REACH OF CHILDREN**CAUTION**

FIRST AID	
If on skin or clothing	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.
If swallowed:	Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by the poison control center or doctor. Have person sip a glass of water if able to swallow. Do not give anything by mouth to an unconscious person.
If in eyes:	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for further treatment advice.
If inhaled:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-892-0099 for emergency medical treatment information.	

PRECAUTIONARY STATEMENTS**HAZARDS TO HUMANS & DOMESTIC ANIMALS
CAUTION**

Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material such as polyethylene or polyvinyl chloride
- Shoes plus socks

USER SAFETY REQUIREMENTS

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions exist for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to shrimp. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in water adjacent to treated areas. Do not dispose equipment washwaters or rinsate into a natural drain or water body.

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This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

PHYSICAL OR CHEMICAL HAZARDS

Do not use, pour, spill or store near heat or open flame.

SPRAY DRIFT ADVISORY

Do not apply under conditions involving possible drift to food, forage or other plantings that might be damaged or the crop thereof rendered unfit for sale, use or consumption.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

READ ENTIRE LABEL AND PAMPHLET. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS, AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, greenhouses and handlers of agricultural insecticides. It contains requirements for training, decontamination, notification and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil or water is:

- Coveralls
- Chemical-resistant gloves made of any waterproof material such as polyethylene or polyvinyl chloride
- Shoes plus socks

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Do not allow others to enter treated areas until sprays have dried.

DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY

IMPORTANT: Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty and Limitation of Liability before using this product. If the terms are not acceptable THEN DO NOT USE THE PRODUCT; rather, return the unopened product within 15 days of purchase for a refund of the purchase price.

RISKS OF USING THIS PRODUCT

The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to, injury to plants and crops to which this product is applied, lack of control of the target pests or weeds, resistance of the target pest or weeds to this product, injury caused by drift, and injury to rotational crops caused by carryover in the soil. Such risks of crop injury, non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as weather, soil conditions, disease, moisture conditions, irrigation practices, condition of the crop at the time of application, presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application (or a combination of such factors) all of which are factors beyond the control of Valent.

Such risks of crop injury, non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as weather, soil conditions, disease, moisture conditions, irrigation practices, condition of the crop at the time of application, presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application (or a combination of such factors) all of which are factors beyond the control of Valent. The Buyer should be aware that these inherent unintended risks may reduce the harvested yield of the crop in all or a portion of the treated acreage, or otherwise affect the crop such that additional care, treatment and expense are required to take the crop to harvest. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts

these inherent unintended risks AND AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER. Valent shall not be responsible for losses or damages (including, but not limited to, loss of yield, increased expenses of farming the crop or such incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

LIMITED WARRANTY

Valent warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label and subject to the Risks of Using This Product as described above. EXCEPT AS SET FORTH ABOVE, VALENT MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. No agent or representative of Valent or Seller is authorized to make or create any other express or implied warranty.

LIMITATION OF LIABILITY

In no event shall Valent or Seller be liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to, loss of yield on all or any portion of the treated acreage, increased care, treatment or other expenses required to take the crop to harvest, increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF VALENT OR SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT SHALL BE THE RETURN OF THE PURCHASE PRICE OF THIS PRODUCT OR, AT THE ELECTION OF VALENT OR SELLER, THE REPLACEMENT OF THIS PRODUCT.

PROMPT NOTICE OF CLAIM

Valent must be provided notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of planting, or twenty-one days from the date of application, whichever is latter, so that an immediate inspection of the affected property and growing crops can be made. If Buyer does not notify Valent of any claims, in such period, it shall be barred from obtaining any remedy.

NO AMENDMENTS

Valent and Seller offer this product, and Buyer accepts it, subject to the foregoing Disclaimer, Risks of Using This Product, Limited Warranty and Limitation of Liability, which may not be modified by any oral or written agreement.

TANK MIXES

NOTICE: Tank mixing of this product with any other product which is not specifically and expressly authorized by the label shall be the exclusive risk of user, applicator and/or application advisor.

Read and follow the entire label of each product to be used in the tank mix with this product.

GENERAL INFORMATION

Application to Ornamental Plants:

- Safari™ 20 SG Insecticide can be applied as a foliar spray or broadcast spray for insect control in ornamental plants in commercial or residential landscapes, greenhouses and nurseries.
- Safari is a systemic product and will be taken up by the root system and foliage and translocated upward throughout the plant. When applied as a foliar spray, the product offers locally systemic control of foliar pests.
- Application can be made by foliar sprays or soil applications, including drenches and broadcast foliar sprays.
- When applied as a drench to plants with woody stems, systemic activity will be delayed until the product can be translocated throughout the plant. Make applications prior to buildup of the target pest.
- For outdoor and landscape ornamentals, broadcast applications cannot exceed a total of 2.7 lbs. of product (0.54 lb. active ingredient) per acre per year.

MIXING INSTRUCTIONS:

Safari Alone: Add ½ of the required amount of water to the mix tank. With the agitator running, add the desired amount of Safari to the tank. Continue agitation while adding the remainder of the water. Begin application of the solution after Safari has completely dispersed into the mix water. Maintain agitation until all of the mixture has been applied.

Safari + Tank Mixtures: Add ½ of the required amount of water to the mix tank. Start the agitator running before adding any tank mix partners. In general, tank mix partners should be added in this order: products packaged in water-soluble packaging, wettable powders, wettable granules (dry flowables), liquid flowables, liquids, emulsifiable concentrates, and surfactants/adjuvants. Always allow each tank mix partner to become fully dispersed before adding the next product. Provide sufficient agitation while adding the remainder of the water. Maintain agitation until all the mixture has been applied.

NOTE: When using Safari in tank mixtures, all products in water-soluble packaging should be added to the tank before any other tank mix partner, including

Safari. Allow the water-soluble packaging to completely dissolve and the product(s) to completely disperse before adding any other tank mix partner to the tank.

If using Safari in a tank mixture, observe all directions for use, crop/sites, use rates, dilution ratios, precautions, and limitations which appear on the tank mix product label. No label dosage rate should be exceeded, and the most restrictive label precautions and limitations should be followed. This product should not be mixed with any product which prohibits such mixing. Tank mixtures or other applications of products referenced on this label are permitted only in those states in which the referenced products are labeled.

Compatibility

IMPORTANT—The crop safety of all potential tank mixes on all crops has not been tested. Before applying any tank mixture not specifically recommended on this label, the safety to the target crop should be confirmed.

Safari is compatible with most commonly used pesticides, crop oils, adjuvants, and nutritional sprays. However, since it is not possible to test all possible mixtures, the user should pre-test to assure the physical compatibility and lack of phytotoxic effect of any proposed mixtures with Safari. To determine the physical compatibility of Safari with other products, use a jar test, as described below:

Using a quart jar, add the proportionate amounts of the products to 1 quart of water. Add wettable powders and water-dispersible granular products first, then liquid flowables, and emulsifiable concentrates last. After thoroughly mixing, let stand for at least 5 minutes. If the combination remains mixed or can be remixed readily, it is physically compatible. Once compatibility has been proven, use the same procedure for additional required ingredients to the spray tank.

RESISTANCE MANAGEMENT RECOMMENDATIONS

Safari contains a Group 4A insecticide. Insect biotypes with acquired resistance to Group 4A may eventually dominate the insect population if Group 4A insecticides are used repeatedly in the same field or in successive years as the primary method of control for targeted species. This may result in partial or total loss of control of those species by Safari or other Group 4A insecticides.

To delay insecticide resistance consider:

- Avoiding the consecutive use of Safari, or other Group 4A insecticides that have a similar target site of action, on the same insect species.
- Using tank mixtures or premixes with insecticides from a different target site of action Group as long as the involved products are all registered for the same use and have different sites of action.
- Basing insecticide use on a comprehensive IPM program.
- Monitoring treated insect populations for loss of field efficacy.
- Contacting your local extension specialist, certified crop advisors, and/or manufacturers for insecticide resistance management and/or IPM recommendations for the specific site and resistant pest problems.
- For further information, contact Valent U.S.A. Corporation at the following toll free number: 1-800-682-5368.

APPLICATION PROCEDURES AND SPRAY EQUIPMENT

Ground Application: Spray nozzles should be selected which will provide accurate and uniform spray deposition. Use spray nozzles which provide medium-sized droplets and reduce drift. To help insure accuracy, calibrate sprayer before each use. For information on spray equipment and calibration, consult nozzle manufacturers and/or State Extension Service specialists.

Apply Safari using sufficient water volume to provide thorough and uniform coverage. In situations where a dense canopy exists and/or pest pressure is high, use greater water volumes. The use of a spray adjuvant may improve spray coverage. Avoid making applications under conditions where uniform coverage cannot be obtained or where excessive spray drift may occur.

Applications to ornamental plants: Safari can be applied using many different types of application equipment. Apply in sufficient water to ensure good coverage of ornamental plants. When making applications to plants with hard-to-wet foliage such as holly or pine, the addition of a spreader/sticker is recommended. If concentrate or mist type spray equipment is used, an equivalent amount of product should be used on the spray area as would be used in a dilute solution. To assure optimum effectiveness, the product must be placed where the growing portion of the target plant can absorb the active ingredient. Applications can be made to foliage or as a soil drench.

RESTRICTIONS

- Do not graze treated areas or use clippings from treated areas for feed or forage.
- Avoid runoff or puddling of irrigation water following application.
- Keep children and pets off treated areas until spray has dried.
- Avoid application to areas which are water logged or saturated or frozen which will not allow penetration into the root zone of the plant.

APPLICATION THROUGH IRRIGATION SYSTEMS (CHEMIGATION):

Safari alone or in combination with other products which are registered for application through sprinkler irrigation may be applied through irrigation systems where so noted in the soil application of each crop. Apply this product only through microirrigation (individual spaghetti tube), drip irrigation, overhead irrigation or motorized calibrated irrigation equipment. Do not apply through any other type of irrigation system. Lack of effectiveness can result from non-uniform distribution of treated water. If you have questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts. A person knowledgeable of the chemigation system and responsible for its operation, or under the supervision of the responsible person, shall shut the system down and make necessary adjustments should the need arise.

Using Water from Public Water Systems:

DO NOT APPLY SAFARI THROUGH ANY IRRIGATION SYSTEM PHYSICALLY CONNECTED TO A PUBLIC WATER SYSTEM.

Public water system means a system for the provision to the public of piped water for human consumption if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. *Safari* may be applied through irrigation systems which may be supplied by a public water system only if the water from the public water system is discharged into a reservoir tank prior to pesticide introduction. There shall be a complete physical break (air gap) between the outlet end of the fill pipe and to top or overflow rim of the reservoir tank of at least twice the inside diameter of the fill pipe. Before beginning chemigation, always make sure that the air gap exists and that there is no blockage of the overflow of the reservoir tank.

Any irrigation system using water supplied from a public water system must also meet the following requirements:

Operating Instructions for All Recommended Types of Irrigation Systems:

1. The system must be calibrated to uniformly apply the rates specified. If you have questions about calibration, you should contact State Extension Service specialists, equipment manufacturers or other experts.
2. The system must contain a functional check valve, vacuum relief valve, and low pressure drain appropriately located on the irrigation pipeline to prevent water source contamination from back flow.
3. The pesticide injection pipeline must contain a functional, automatic, quick-closing check valve to prevent the flow of fluid back toward the injection pump.
4. The pesticide injection pipeline must also contain a functional, normally closed, solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down.
5. The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops.
6. The irrigation line or water pump must include a functional pressure switch which will stop the water pump motor when the water pressure decreases to the point where pesticide distribution is adversely affected.
7. Systems must use a metering pump, such as a positive displacement injection pump (e.g., diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and capable of being fitted with a system interlock.
8. Do not apply when wind speed favors drift beyond the area intended.

Calibration and Application Instructions:

Safari should be applied under the schedule specified in the specific use recommendations, not according to the irrigation schedule unless the events coincide. In general, set the equipment to apply the minimum amount of water per acre. Run the system at 86-90% of the manufacturer's maximum rated travel speed.

ORNAMENTAL PLANTS

For insect control in ornamental plants grown in commercial, industrial, and residential areas, indoor and outdoor nursery and greenhouse ornamental production.

Crop	Pest	Product Rate	Remarks
Ornamental plants including: Shrubs Ornamentals Flowering Plants Foliage Plants Ground Covers Evergreens Ornamental Trees Non-Bearing Fruit Trees Non-Bearing Nut Trees Non-Bearing Vines	Aphids (suppression) Asian cycad scale Florida wax scale Japanese beetles (adults) Leafminers, serpentine Mealybugs Scale (Armored and Soft) Tea scale Thrips (suppression) Whiteflies Giant whitefly Greenhouse whitefly Silverleaf whitefly	Foliar Spray ¼ to ½ lb. per 100 gallons (4 to 8 oz. per 100 gallons) (0.05 to 0.1 lbs. ai per 100 gallons)	For foliar insect control on ornamental plants. Start treatment prior to buildup of high pest populations. If necessary, make a second application after 14-21 days. Foliar Spray: 100 gals. of spray mix will treat 20,000 sq. ft. of area.
	Aphids Asian cycad scale Florida wax scale Fungus gnats Leafminers Mealybugs Scale (Armored and Soft) Tea scale Thrips Whiteflies Giant whitefly Greenhouse whitefly Silverleaf whitefly	Drench ¾ to 1 ½ lbs. per 100 gallons (12 to 24 oz. per 100 gallons) (0.15 to 0.3 lbs. ai per 100 gallons)	Drench: Apply 4 fluid ounces of finished solution per 6" pot. Adjust amount of drench solution for smaller or larger pot size.

Do not apply more than a total of 2.7 lbs. of *Safari* (0.54 lb. ai) per acre per season as foliar sprays.

The following calibration and application techniques are provided for user reference, but do not constitute a warranty of fitness for application through sprinkler irrigation equipment. Users should check with state and local regulatory agencies for potential use restrictions before applying any agricultural chemical through sprinkler irrigation equipment.

RECOMMENDATIONS TO AVOID SPRAY DRIFT

As with all crop protection products, it is important to avoid off-target movement. Do not allow spray to drift onto adjacent land, crops or aquatic areas. Follow these recommendations to avoid spray drift:

1. Make applications when wind velocity favors on-target product deposition (approximately 3 to 10 mph). Do not apply when wind velocity exceeds 10 mph. Avoid applications when wind gusts approach 10 mph.
2. Risk of exposure to sensitive aquatic areas can be reduced by avoiding applications when wind direction is toward the aquatic area.
3. Do not cultivate or plant crops within 25 feet of the aquatic area as to allow growth of a vegetative filter strip.
4. Do not make applications during temperature inversions. Inversions are characterized by stable air and increasing temperatures with increased height above the ground. Mist or fog may indicate the presence of an inversion in humid areas. The applicator may detect the presence of an inversion by producing smoke and observing a smoke layer near the ground surface.
5. Use the largest droplet size consistent with good pest control. Small droplets are more prone to spray drift and can be minimized by appropriate nozzle selection, by orienting nozzles away from the air stream as much as possible, and by avoiding excessive spray boom pressure.
6. Apply as close to target plants as practical to obtain a good spray pattern for adequate coverage. Applications more than 10 ft. above the crop canopy should be avoided.
7. For aerial applications, the spray boom should be mounted on the aircraft so as to minimize drift caused by wing tip vortices. The minimum practical boom length should be used and must not exceed 75% of wing span or rotor diameter.

Air Assisted (Air Blast) Tree and Vine Sprayers (Ornamentals Only): Air assisted tree and vine sprayers carry droplets into the canopy of trees and vines via a radially or laterally directed air stream.

In addition to the general drift management principles already described, the following specific practices will further reduce the potential for drift:

- Adjust deflectors and aiming devices so that spray is only directed into the canopy.
- Block off upward pointed nozzles when there is no overhanging canopy.
- Use only enough air volume to penetrate the canopy and provide good coverage. Use a minimum of 50 gallons finished spray per acre.
- Do not allow spray to go beyond the edge of the cultivated area. Spray the outside row only from outside the planting.

STORAGE AND DISPOSAL

PROHIBITIONS

Do not contaminate water, food or feed by storage, disposal or cleaning of equipment.

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PESTICIDE STORAGE

Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Store in a cool dry place. Do not store diluted spray.

For help with any spill, leak, fire or exposure involving this material, call day or night 1-800-892-0099.

PESTICIDE DISPOSAL

Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL

Triple rinse (or equivalent). Do not reuse container. Offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Products That Work, From People Who Care and *Safari* are trademarks of Valent U.S.A. Corporation.

Manufactured for:

Valent U.S.A. Corporation

P.O. Box 8025

Walnut Creek, CA 94596-8025

Made in U.S.A.

Form 1521-A

EPA Reg. No. 33657-16-59639

Information contained in this booklet is accurate at the time of printing. Since product testing is a continuous process, please read and follow the directions on the product label for the most current directions and precautionary statements.

Always check with your state to verify state registration status.

For state registration and/or supplemental labels, please call or visit us online.

You may also find them online at www.cdms.net or www.greenbook.net.

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SECTION 4
PROPOSAL

FOR
LANDSCAPE MAINTENANCE OF RIGHT~OF-WAYS
BERMS, WATER MANAGEMENT AREAS, AND
SIMILAR PLANTING AREAS
WITHIN THE DISTRICT

Proposal of:

(Name) ESTATE LANDSCAPING AND LAWN MANAGEMENT, LLC
(Address) 2360 PRINCE STREET FORT MYERS FL 33911-7258

To furnish all materials, equipment and labor and perform all Work in accordance with the Contract Documents for:

Miromar Lakes CDD

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as Principal or Principals, is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or Proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy itself that such site is a correct and suitable one of this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from its experience and from professional advice that the Specifications are sufficient for the Work to be done and it has examined the other Contract Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General Conditions, and it has read all Addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the District in the form of contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Contract, and called for by the Specifications and in the manner specified.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUALITY OF WORK TO BE PERFORMED UNDER THE CONTRACT, IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND CONTRACT SPECIFICATION, THE CONTRACT SPECIFICATIONS WILL PREVAIL.

Each Bidder shall submit one bid encompassing all proposal areas; or may bid on any combination of the Proposal Areas. The District reserves the right "to award one Contract to one Bidder for all areas described in the Proposal or may award multiple Contracts to different Bidders for anyone individual Proposal Area or combination of Proposal Areas.

NOTE: FOR QUANTITIES AND DETAILED ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS ONLY THE PAYMENT PROCESS.

The Bidder further proposes and agrees to comply in all respects with time limits for commencement of the Work as stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish all required information within ten (10) consecutive calendar days after written notice being given by the District of the award of Contract, and the undersigned agrees that in case of failure on his part to execute the said Contractor, the award of the Contract may be rescinded at the option of the District within the ten (10) consecutive calendar days after the award of the Contract.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the District. However, in utilizing the schedule, the Bidder agrees that in no event shall the compensation paid to Bidder under the Contract exceed the dollar amount of the Bidder's Proposal amount.

Bidder's Certificate No. [REDACTED]

Bidder's Occupational License No. 0703306

WITNESS

Kimberly Williams

By:

K. Kalk. VI

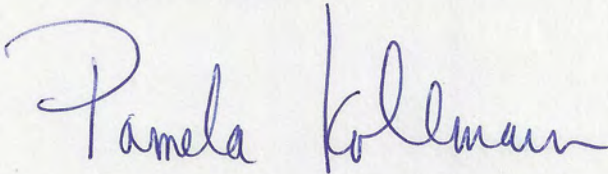
Signature of Authorized Agent

CERTIFIED RESOLUTION

I, ESTATE LANDSCAPING & LAWN MGMT, LLC, a Florida corporation organized and existing under the laws of the State of Florida (the Corporation") do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on 2/23/15 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That KEVIN KOLLMANN, VP is empowered and authorized to execute and deliver in the name of and on behalf of the Corporation a certain contract with **Miromar Lakes CDD** dated 6/1/15 for landscape maintenance and related services, and to affix the corporate seal of the Corporation.

IN WITNESS WHEREOF, the undersigned has affixed its signature and corporate seal of the Corporation this.



Secretary

(Corporate Seal)

2014 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L06000122746

Entity Name: ESTATE LANDSCAPING & LAWN MANAGEMENT, LLC

FILED
Apr 16, 2014
Secretary of State
CC1218545291

Current Principal Place of Business:

2360 PRINCE STREET
FORT MYERS, FL 33916

Current Mailing Address:

PO BOX 7258
FORT MYERS, FL 33911-7258

FEI Number: 20-8118894

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

KOLLMANN, PAMELA
2360 PRINCE ST.
FORT MYERS, FL 33916 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name KOLLMANN, PAMELA
Address P.O. BOX 7258
City-State-Zip: FORT MYERS FL 33911-7258

Title MGR
Name PEASE SR, ROBERT
Address PO BOX 7258
City-State-Zip: FORT MYERS FL 33911-7258

Title MGR
Name KOLLMANN, KEVIN
Address PO BOX 7258
City-State-Zip: FORT MYERS FL 33911-7258

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAMELA KOLLMANN

PRESIDENT

04/16/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared KEVIN KOLLMAN, who, being by me first duly sworn, made the following statements:

1. The business address of ESTATE LANDSCAPING & LAWN MAINT, LLC
(name of bidder or contractor)
is 2360 PRINCE ST, FT MYERS, FL 33916
2. My relationship to ESTATE LANDSCAPING & LAWN MAINT, LLC
(name of bidder or contractor)
is OWNER & VICE PRESIDENT
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Kevin Kollman VP 2/23/15
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and county of Lee
on the 23rd day of February, 2015.

Kimberly A. Williamson
Notary Public

(affix seal)

My commission expires _____



Memo

To: Miromar Lakes Community Development District
From: Estate Landscaping
cc: Kevin Kollmann
Date: February 24, 2015
Re: Estate Landscaping Bid Pricing Methodology

Estate Landscaping wishes to thank the District for the opportunity to provide pricing for the current Bid. Having served the Districts landscaping needs for the past (7) seven years Estate Landscaping has the understanding, knowledge and expertise including but not limited to the following, quantity of hours and materials needed to complete the work, challenging situations such as access to the berm via the floating bridge, special service requirements involving irrigation, whitefly and technical pruning. These facts allow Estate to provide best in class service and competitive market pricing for the services required by the District.

In an effort to assist the District in its review and analysis of the bid Estate Landscaping submits the following pricing methodology for your use and review.

<i>2011 Pricing</i>	\$ 342,189.80
<i>White Fly Treatment</i>	\$ 49,177.00
<i>Increase in Irrigation Scope with Allowance</i>	\$ 24,000.00
<i>I-75 Straw Material purchased by District</i>	\$ 6,325.00
Subtotal	\$ 421,691.80
<i>Scope Changes & Material, Labor Increases since 2011</i>	\$ 9,336.95
2015 Pricing	\$ 431,028.75

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section I: Landscape Maintenance

(Turf, Shrubbery, Palm & Tree Mowing, Edging, Pruning)
(Sections per Miromar CDD Bid Exhibit)

Section 1 Interstate 75 Buffer	\$	18,410.22	LS
Section 2 Ben Hill Porto Romano / San Marino Berm	\$	3,734.69	LS
Section 3 Ben Hill SW Berm	\$	11,204.08	LS
Section 4 Ben Hill NW Berm	\$	7,469.39	LS
Section 5 Ben Hill SE Berm	\$	3,734.69	LS
Section 6 Ben Hill NE Berm	\$	11,204.08	LS
Section 7 FGCU/ Verona Lago Berm	\$	15,278.38	LS
Section 8 Peninsula East Buffer	\$	28,237.06	LS
Section 9 FGCU Berm	\$	23,320.02	LS
Section 10 Ben Hill Median	\$	41,903.26	LS

B. Section II: Irrigation System Maintenance

Weed, Disease, Fertilization, Insect (Turf, Shrubbery, Palm & Tree)

System Maintenance	\$	30,133.33	LS
Irrigation Repair Allowance	\$	3,000.00	LS

Sub Total \$ 197,629.21 LS

A. Section II: Control Application

Section 1 Interstate 75 Buffer	\$	18,433.89	LS
Section 2 Ben Hill Porto Romano / San Marino Berm	\$	2,574.73	LS
Section 3 Ben Hill SW Berm	\$	7,724.19	LS
Section 4 Ben Hill NW Berm	\$	5,149.46	LS
Section 5 Ben Hill SE Berm	\$	2,574.73	LS
Section 6 Ben Hill NE Berm	\$	7,724.19	LS
Section 7 FGCU/ Verona Lugo Berm	\$	12,343.71	LS
Section 8 Peninsula East Buffer	\$	27,626.19	LS
Section 9 FGCU Berm	\$	6,525.84	LS
Section 10 Ben Hill Median	\$	9,038.19	LS

B. Section II: Whitefly Control

Ficus Hedges (approx. 8,250 Lft)	\$	23,675.00	LS
Ficus Trees (approx. 670 trees)	\$	19,263.00	LS
Coconut Spiraling Trees	\$	6,239.00	LS

Sub Total \$ 148,892.12 LS

A. Section III:

Turf Replacement			
Floritam	\$	0.67	sqft
Bahia	\$	0.46	sqft
Zoysia	\$	0.72	sqft
Mulch Material	\$	19,745.88	LS
Mulch Labor	\$	16,125.93	LS
Straw Material (2,300 bales)	\$	6,325.00	LS
Straw Labor	\$	4,715.00	LS
Tree Pruning	\$	29,510.12	LS
Portering	\$	8,085.50	LS

Sub Total \$ 84,507.43 LS

Total Amount (Addition of Subtotals I, II, III) \$ 431,028.75 LS

Sections I, II, and Portering will be billed on monthly bid schedule, less 10% retainage to be billed quarterly. Section III tree pruning and mulch will be billed in full after work is completed and approved.

Contractor: Kevin Kullmann, VP

Date: 2/24/15

Contract Name: KEVIN KULLMANN, VP

Miromar Lakes Community Development District
Bid Schedule for Landscape Maintenance

1st Year- 12 months

Item	Unit	Nov	Dec	Jan-16	Feb	Mar	Apr	May	Jun-15	Jul	Aug	Sep	Oct
Turf Maint.													
Zoysia Mowing	l/s	\$ 2,549.68	\$ 2,299.65	\$ 2,299.65	\$ 2,299.65	\$ 2,549.68	\$ 3,299.78	\$ 3,299.78	\$ 3,549.81	\$ 3,549.81	\$ 3,549.81	\$ 3,549.81	\$ 3,299.78
Bahia Mowing	l/s	\$ 1,156.77	\$ 578.39	\$ 578.39	\$ 578.39	\$ 867.58	\$ 1,156.77	\$ 1,156.77	\$ 1,445.97	\$ 1,156.77	\$ 1,156.77	\$ 1,156.77	\$ 1,156.77
Floritam Mowing	l/s	\$ 1,383.45	\$ 1,037.59	\$ 1,037.59	\$ 1,383.45	\$ 1,383.45	\$ 1,383.45	\$ 1,383.45	\$ 1,729.32	\$ 1,383.45	\$ 1,383.45	\$ 1,729.32	\$ 1,383.45
I-75 Berm mowing	l/s	\$ 2,725.38	\$ -	\$ 2,725.38	\$ -	\$ 2,725.38	\$ -	\$ -	\$ 2,725.38	\$ 2,725.38	\$ -	\$ 2,725.38	\$ -
FGCU Berm Mowing	l/s	\$ 1,838.55	\$ -	\$ 1,838.55	\$ -	\$ 1,838.55	\$ -	\$ -	\$ 1,838.55	\$ 1,838.55	\$ -	\$ 1,838.55	\$ -
Edging	l/s	\$ 1,072.40	\$ 818.15	\$ 818.15	\$ 1,016.97	\$ 1,072.40	\$ 1,238.68	\$ 1,238.68	\$ 1,492.92	\$ 1,294.10	\$ 1,294.10	\$ 1,492.92	\$ 1,238.68
Zoysia Fert	l/s	\$ -	\$ 461.49	\$ -	\$ -	\$ 461.49	\$ -	\$ -	\$ 461.49	\$ -	\$ -	\$ 461.49	\$ -
Bahia Fert	l/s	\$ -	\$ -	\$ 3,828.84	\$ -	\$ 787.28	\$ -	\$ 3,828.84	\$ -	\$ -	\$ -	\$ -	\$ 787.28
Floritam Fert	l/s	\$ -	\$ 997.57	\$ -	\$ 997.57	\$ -	\$ -	\$ 997.57	\$ -	\$ -	\$ -	\$ -	\$ 997.57
Zoysia Weed Control	l/s	\$ 891.33	\$ -	\$ -	\$ -	\$ 891.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Weed Control	l/s	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26	\$ 161.26
Floritam Insect Control	l/s	\$ -	\$ -	\$ -	\$ -	\$ 839.03	\$ -	\$ -	\$ -	\$ -	\$ 839.03	\$ -	\$ -
Bahia Insect Control	l/s	\$ -	\$ -	\$ -	\$ -	\$ 553.82	\$ -	\$ -	\$ -	\$ -	\$ 553.82	\$ -	\$ -
Insect Control	l/s	\$ 313.57	\$ -	\$ -	\$ -	\$ 313.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zoysia Disease Control	l/s	\$ 537.27	\$ -	\$ -	\$ -	\$ 537.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disease Control	l/s	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66	\$ 50.66
Sub Total	l/s	\$ 12,680.33	\$ 6,404.76	\$ 13,338.47	\$ 6,487.95	\$ 15,032.75	\$ 7,290.60	\$ 12,117.01	\$ 13,455.35	\$ 12,159.99	\$ 8,988.91	\$ 13,166.16	\$ 9,075.45
Irrigation System Maint.													
System Maintenance		\$ 2,900.00	\$ 2,150.00	\$ 2,800.00	\$ 2,150.00	\$ 2,900.00	\$ 2,150.00	\$ 2,150.00	\$ 2,900.00	\$ 2,800.00	\$ 2,250.00	\$ 2,800.00	\$ 2,183.33
Irrigation Repair Allowance		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Sub Total		\$ 3,150.00	\$ 2,400.00	\$ 3,050.00	\$ 2,400.00	\$ 3,150.00	\$ 2,400.00	\$ 2,400.00	\$ 3,150.00	\$ 3,050.00	\$ 2,500.00	\$ 3,050.00	\$ 2,433.33
Tree Maint.													
Fertilization	l/s	\$ -	\$ 5,629.00	\$ -	\$ -	\$ 5,629.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,629.00
Pruning	l/s	\$ 18,960.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I-75 Pruning	l/s	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,656.38	\$ -
Insect Control	l/s	\$ 227.73	\$ 6.88	\$ 6.88	\$ 19,263.00	\$ -	\$ -	\$ -	\$ -	\$ 227.73	\$ -	\$ -	\$ -
Weed Control	l/s	\$ 380.67	\$ 197.43	\$ 380.67	\$ 197.43	\$ 380.67	\$ 197.43	\$ 380.67	\$ 197.43	\$ 380.67	\$ 197.43	\$ 380.67	\$ 197.43
Disease Control	l/s	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69	\$ 17.69
I-75 Pine Straw Inst.	l/s	\$ 4,715.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Black Mulch/Cypress	l/s	\$ 6,158.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 288.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	l/s	\$ 30,459.28	\$ 5,851.01	\$ 405.25	\$ 19,478.12	\$ 6,027.37	\$ 215.12	\$ 686.37	\$ 215.12	\$ 626.09	\$ 215.12	\$ 7,054.74	\$ 5,844.12
Shrub Maint.													
Fertilization	l/s	\$ -	\$ 4,247.64	\$ -	\$ -	\$ 4,247.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,247.64
Pruning	l/s	\$ -	\$ 3,507.10	\$ -	\$ 3,507.10	\$ -	\$ 3,507.10	\$ 5,565.04	\$ 3,507.10	\$ 3,507.10	\$ 3,507.10	\$ 3,507.10	\$ 3,507.10
Ficus Trimming	l/s	\$ 1,339.00	\$ -	\$ 1,339.00	\$ -	\$ 1,339.00	\$ 1,339.00	\$ 1,339.00	\$ 1,339.00	\$ 1,339.00	\$ 1,339.00	\$ 1,339.00	\$ 1,339.00
Insect Control	l/s	\$ 243.50	\$ 243.50	\$ 243.50	\$ 23,706.30	\$ 243.50	\$ 243.50	\$ 243.50	\$ 243.50	\$ 243.50	\$ 243.50	\$ 243.50	\$ 243.50
Weed Control	l/s	\$ 2,849.96	\$ 1,391.00	\$ 2,849.96	\$ 1,391.00	\$ 2,849.96	\$ 1,391.00	\$ 2,849.96	\$ 1,391.00	\$ 2,849.96	\$ 1,391.00	\$ 2,849.96	\$ 1,391.00
Disease Control	l/s	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32	\$ 170.32
Black Mulch/Pine Straw	l/s	\$ 26,937.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,267.20	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	l/s	\$ 31,539.98	\$ 9,559.57	\$ 4,602.78	\$ 28,774.73	\$ 8,850.42	\$ 6,650.93	\$ 11,435.02	\$ 6,650.93	\$ 8,109.88	\$ 6,650.93	\$ 8,109.88	\$ 10,898.57

Miromar Lakes Community Development District
 Bid Schedule for Landscape Maintenance

1st Year- 12 months

Item	Unit	Nov	Dec	Jan-16	Feb	Mar	Apr	May	Jun-15	Jul	Aug	Sep	Oct
Palm Maint.													
Pruning	l/s	\$ 15,097.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fertilization	l/s	\$ -	\$ 985.87	\$ -	\$ 985.87	\$ 985.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 985.87
Insect Control	l/s	\$ 602.64	\$ -	\$ -	\$ 6,239.00	\$ -	\$ -	\$ -	\$ -	\$ 602.64	\$ -	\$ -	\$ -
Disease Control	l/s	\$ -	\$ -	\$ -	\$ -	\$ 3,352.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,352.65	\$ -
Black Mulch/Pine Straw	l/s	\$ 1,185.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	l/s	\$ 16,885.43	\$ 985.87	\$ -	\$ 7,224.87	\$ 4,338.52	\$ -	\$ -	\$ -	\$ 602.64	\$ -	\$ 3,352.65	\$ 985.87
Miscellaneous													
Portering	l/s	\$ 772.50	\$ 618.00	\$ 618.00	\$ 618.00	\$ 772.50	\$ 618.00	\$ 618.00	\$ 772.50	\$ 618.00	\$ 772.50	\$ 618.00	\$ 669.50
Sub Total	l/s	\$ 772.50	\$ 618.00	\$ 618.00	\$ 618.00	\$ 772.50	\$ 618.00	\$ 618.00	\$ 772.50	\$ 618.00	\$ 772.50	\$ 618.00	\$ 669.50
Monthly Total	l/s	\$ 95,487.52	\$ 25,819.21	\$ 22,014.50	\$ 64,983.66	\$ 38,171.57	\$ 17,174.65	\$ 27,256.40	\$ 24,243.90	\$ 25,166.60	\$ 19,127.46	\$ 35,351.44	\$ 29,906.85
Annual Total		\$ 424,703.75											



1855 SOUTH FLAMINGO ROAD | DAVIE, FL 33325
TEL (954) 741-3000 | (800) 224-2314
FAX (954) 472-4990
WWW.MAINGUY.COM

February 23, 2015

Miromar Lakes Community Development District
Attn: Charlie Krebs, P.E.
Hole Montes and Associates
6200 Whiskey Creek Drive
Fort Myers, Florida 33919

Re: Landscape Maintenance and Portering Services of Rights-Of-Way and Similar Planting Areas Within the District dated January, 2015 (the "RFP")

Gentlemen:

Enclosed please find an original copy and nine (9) additional copies each of the following documents, which we are submitting in response to the above-referenced Request For Proposal (the "RFP"): (i) Completed and executed Proposal for Landscape Maintenance Of Right-Of-Ways, Berms, Water Management Areas, and Similar Planting Areas Within The District; (ii) Completed Miromar Lakes CDD Landscape Bid Pricing Form 2015; (iii) Executed and Notarized copy of the Sworn Statement on Public Entity Crimes; and (iv) Cashier's Check made payable to Miromar Lakes Community Development District in the sum of Thirty One Thousand and 90/100 (\$31,000.90) Dollars, which we are submitting as Bid Guarantee as that term is defined in, and to be held subject to the terms and conditions of, the RFP.

Please note that the above-referenced documents together with the information contained in this letter constitute our Proposal (hereinafter collectively referred to as the "Proposal"), and are submitted in accordance with the instructions contained in the RFP. We have reviewed the RFP and are fully informed with respect to our responsibilities thereunder, and hereby agree to comply with the standards and specifications contained therein.

We would offer the following for your further consideration of our Proposal and in fulfillment of the requirements contained in the RFP:

1. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK** – Representatives of the firm attended the mandatory pre-bid conference on February 12, 2015 and have physically inspected the site. We are fully informed as to the nature and extent of the work to be done as well as the equipment, materials and labor required to perform the work. We have examined carefully the RFP and form of agreement, and are fully informed with respect to any and all conditions and requirements that may, in any manner, affect the work to be performed.
2. **PERMANENT PLACE OF BUSINESS** - The Corporation maintains a permanent place of business at 1855 South Flamingo Road, Davie, Florida 33325. The corporation owns a five (5) acre parcel of land at the foregoing location and has constructed thereupon a building and other improvements with a total project cost of nearly \$1.5 million. In addition, the corporation maintains satellite locations in Homestead, Lake Worth and North Port, Florida.
3. **ADEQUATE PLANT, MACHINERY & EQUIPMENT** – The Corporation maintains adequate plant, machinery, manpower and equipment, and is able to perform the work properly, expeditiously and in high quality manner in order to meet time and budget requirements. In addition, the corporation is readily able to acquire whatever additional or specialized machinery and/or equipment that may be required to perform the work.
4. **SUITABLE FINANCING BACKING** – The Corporation has suitable financing backing status to allow it to meet the obligations as outlined in and incident to the Work.
5. **SUCCESSFUL CONTRACTUAL & TECHNICAL EXPERIENCE** - The Corporation has substantial direct experience in successfully undertaking the type of work to be performed hereunder. In this regard, we would offer the following similar contracts for your consideration:

Walnut Creek Community Development District
Pembroke Pines, Florida
Dates of Service: 2008 - Present

Lakes by the Bay South Community Development District
Cutler Bay, Florida
Dates of Service: 2011 – Present

Town of Golden Beach
Golden Beach, Florida
Dates of Service: 2014 - Present

Miromar Lakes Community Development District
Attn: Charlie Krebs, P.E.
Hole Montes and Associates
February 23, 2015
Page 3 of 3

6. **LICENSURE & CERTIFICATION** – The Corporation either possesses or is readily able to obtain all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Bid and the Work detailed in the Contract Documents.

7. **SUBCONTRACTORS** – It is not our present intention to utilize any subcontractors in the performance of the work set forth in the RFP. The Corporation has the personnel, licensure, expertise and other resources necessary to perform all work directly by and through its employees.

We appreciate the opportunity to submit this Proposal for your consideration and would be glad to answer any questions you have or provide whatever additional information you may need.

Thank you very much.

Very truly yours,



Robert H. Mainguy
President

Enclosures

SECTION 4
PROPOSAL

FOR
LANDSCAPE MAINTENANCE OF RIGHT~OF-WAYS
BERMS, WATER MANAGEMENT AREAS, AND
SIMILAR PLANTING AREAS
WITHIN THE DISTRICT

Proposal of: Mainguy Environmental Care, Inc.
DBA Mainguy Landscape Services
(Name) 1855 South Flamingo Road
(Address) Davie, FL 33325

To furnish all materials, equipment and labor and perform all Work in accordance with the Contract Documents for:

Miromar Lakes CDD

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as Principal or Principals, is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties malting a bid or Proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy itself that such site is a correct and suitable one of this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from its experience and from professional advice that the Specifications are sufficient for the Work to be done and it has examined the other Contract Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General Conditions, and it has read all Addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the District in the form of contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Contract, and called for by the Specifications and in the manner specified.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUALITY OF WORK TO BE PERFORMED UNDER THE CONTRACT, IN TI-IE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND CONTRACT SPECIFICATION, THE CONTRACT SPECIFICATIONS WILL PREVAIL.

Each Bidder shall submit one bid encompassing all proposal areas; or may bid on any combination of the Proposal Areas. The District reserves the right "to award one Contract to one Bidder for all areas described in the Proposal or may award multiple Contracts to different Bidders for anyone individual Proposal Area or combination of Proposal Areas.

NOTE: FOR QUANTITIES AND DETAILED ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS ONLY THE PAYMENT PROCESS.

The Bidder further proposes and agrees to comply in all respects with time limits for commencement of the Work as stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish all required information within ten (10) consecutive calendar days after written notice being given by the District of the award of-Contract, and the undersigned agrees that in case of failure on his part to execute the said Contractor, the award of the Contract may be rescinded at the option of the District within the ten (10) consecutive calendar days after the award of the Contract.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the District. However, in utilizing the schedule, the Bidder agrees that in no event shall the compensation paid to Bidder under the Contract exceed the dollar amount of the Bidder's Proposal amount.

Bidder's Certificate No.

**Bidder's Occupational
License No.**


Lee County LBTR 1004050

WITNESS



By:

Robert Mainguy, President



Signature of Authorized Agent

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section I Landscape Maintenance
(Turf, Shrubbery, Palm & Tree Mowing, Edging, Pruning)
(Sections per Miromar CDD Bid Exhibit)

Section 1	Interstate 75 Buffer	\$	24,398	LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$	19,827	LS
Section 3	Ben Hill SW Berm	\$	46,266	LS
Section 4	Ben Hill NW Berm	\$	48,426	LS
Section 5	Ben Hill SE Berm	\$	30,706	LS
Section 6	Ben Hill NE Berm	\$	51,012	LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$	43,603	LS
Section 8	Peninsula East Buffer	\$	72,556	LS
Section 9	Florida Gulf Coast University Berm	\$	11,832	LS
Section 10	Ben Hill Median	\$	43,164	LS

B. Irrigation System Maintenance

System Maintenance		\$	55,740	LS
Irrigation Repair Allowance		\$	3,000	LS
	Sub-Total	\$	450,530	

A. Section II Control Applications
Weed, Disease, Fertilization, Insect (Turf, Shrubbery, Palm & Tree)

Section 1	Interstate 75 Buffer	\$	7,680	LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$	7,680	LS
Section 3	Ben Hill SW Berm	\$	7,020	LS
Section 4	Ben Hill NW Berm	\$	7,020	LS
Section 5	Ben Hill SE Berm	\$	4,200	LS
Section 6	Ben Hill NE Berm	\$	8,370	LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$	9,030	LS
Section 8	Peninsula East Buffer	\$	12,870	LS
Section 9	Florida Gulf Coast University Berm	\$	4,065	LS
Section 10	Ben Hill Median	\$	6,540	LS

B. Whitefly control

Ficus Hedges (approx. 8,250 Lft)		\$	7,425	LS
Ficus Trees (approx. 670 trees)		\$	13,400	LS
Coconut Spiraling Trees		\$	2,560	LS
	Sub-Total	\$	97,860	LS

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section III

Turf Replacement			
Floritam	\$	0.70	SF
Bahia	\$	0.65	SF
Zoysia	\$	0.95	SF
Mulch - Material	\$	1,620	LS
Mulch - Labor	\$	1,620	LS
Straw - Material (2,300 bales)	\$	13,225	LS
Straw - Labor	\$	12,113	LS
Tree pruning	\$	35,640	LS
Portering	\$	7,410	LS
		<hr/>	
	Sub-Total	\$ 71,628	LS
		<hr/>	
	Total Amount (Addition of Subtotals I,II,III)	\$ 620,018	LS
		<hr/>	

Sections I,II and Portering will be billed on monthly bid schedule,less 10% retainage to be billed quarterly. Section III tree pruniing and mulch will be billed in full after work is completed and approved.

Mainguy Environmental Care, Inc. DBA Mainguy Landscape Services
By: Robert Mainguy, President

Contractor



Date

February 23, 2015

Contract Name

Rob Mainguy, President

Phone

(877) 741-3030

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

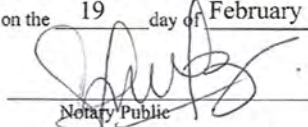
Before me, the undersigned authority, personally appeared Robert Mainguy, who, being by me first duly sworn, made the following statements:

1. The business address of Mainguy Environmental Care, Inc. DBA Mainguy Landscape Services
(name of bidder or contractor)
is 1855 South Flamingo Road, Davie, FL 33325.
2. My relationship to Mainguy Environmental Care, Inc. DBA Mainguy Landscape Services
(name of bidder or contractor)
is President
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.



Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida and county of Broward
on the 19 day of February, 2015.



Notary Public
03/06/15
My commission expires

(affix seal)
NOTARY PUBLIC-STATE OF FLORIDA
Alejandra M. Sanchez
Commission # **EE067698**
Expires: **MAR. 06, 2015**
BONDED THRU ATLANTIC BONDING CO., INC.



Memorandum

Date: March 2, 2015

To: James P. Ward. District Manager

From: Bruce Bernard – Field Manager
Paul Cusmano – Asset Manager

Subject: Asset Management Report – February 2015
CGA Project # 14-7438

Lake Maintenance

CDD Representative scheduled and held a meeting with Ken Killeen of Lake Masters Aquatic Control to inspect the Miromar Lakes golf course and residential lake banks and aerators, primarily on the west side Ben Hill Griffin Parkway on Feb. 27, 2015. We found lake banks to be well maintained and free of any trash or debris, we observed isolated areas around these lakes where giant bulrush is present plus several locations around the lakes where spike rush has expanded further within the lake system due to existing low water level conditions. With a minor drought situation presently within S.W. Florida, spike rush will expand as water levels recede. Once water table level increases and rainy season occurs, the spike rush will cease to expand and contract back to its normal range adjacent to lake banks. Please see attached photos of the golf course lake banks.

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807



Lake Water Quality

Miromar Lakes water quality testing and analysis is being addressed through a collaboration of parties consisting of FGCU professors and students, ML Developer, and the CDD with additional testing data from Lee County from the years of 2004 to 2009. All three entities are working to compile a data base of test results which will enable a cooperative program to be instituted for all Miromar Lakes water bodies. ML Developer has begun collecting monthly samples to analyze the lakes nitrogen, ph and phosphorus levels. The CDD will incorporate monthly testing within the 2016 budget for water quality measures.

In Late January, Miromar Lakes CDD commissioned an independent lab to sample the lake for nitrogen and phosphorus levels to cross reference with previous test analyses taken by the FGCU. Mr. Bill Kurth, Director of Operation for Lake Masters Inc., studied the previous information on the lake plus the CDD latest test results. Mr. Kurth stated in an e-mail dated January 29th, in his opinion, the status of the lake. It stated that the lake was in a mesotrophic range, and not one with hypereutrophic or eutrophic conditions. The lake phosphorus levels are at .023 ppm and well below the .1 ppm range which would trigger concerns. The nitrogen levels tested higher, but still within normal range. Once further test data is analyzed by all entities, a comprehensive program will be forwarded to the board for their review and consideration. (See Script lab report attached)

Landscape Maintenance Bid

Miromar Lakes Landscape Maintenance Bids were received on Feb. 24th and opened on Feb. 27 at the offices of Hole Montes in Fort Myers. Two responsive and qualified bidders submitted bids for the project with rankings as follows:

1. Estate Landscape Services
2. Mainguy Landscaping

A breakdown of Bidders' quotes is attached with is report

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



Golf Course Lake 1B- Hole 11



Golf Course Lake 1A- Hole 18

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management



Golf Course Lake 1B- Hole 16



Golf Course Lake 3A- Hole 4

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

Fort Lauderdale

West Palm Beach

Port St. Lucie

Homestead

Clearwater

Jacksonville

Atlanta



Calvin, Giordano & Associates, Inc.

E X



Golf Course Lake 1B- Hole 17



Golf Course Lake 6E- Hole 15



Golf Course Lake 6D- Hole 14

- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment & Urban Design
- Renewable Energy
- Resort Development
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services
- Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
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www.cgasolutions.com



16013 Watson Seed Farm Road, Whitakers, NC 27891



Chain of Custody: 2015-36643-00

LABORATORY REPORT

Page 1 of 2 Total

Customer Company

Company Name: Lake Masters-Lab
Address: Po Box 2300
Palm City, FL 34991

Customer Contact

Contact Person: Bill Kurth
E-Mail Address: bill.kurth@lakemasters.com
Phone: (239) 466-0403
Fax: (239) 466-0400

Waterbody Information

Waterbody: Miromar Lakes - FL Waterbody Size (acres): 225 Depth Average: 8'

Sample Information

Table with columns: Lab ID, Sample Location, Test Method, Results, Sampling Date, Sampling Time, Temp at Receipt (C). Rows include data for 1 MAIN LAKE and 2 OUTFALL.

- Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

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Phone: 954.921.7781
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Original

Miromar Lakes Community Development District
Exhibit B

CALVIN, GIORDANO & ASSOCIATES, INC.																		
13-5692 MIROMAR LAKES CDD		YEAR 2																
Description of Service	Agreement Terms			Actual	Actual												YTD	Budget Variance
	Hourly Rate	Hours	Total Fee	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15			
WATER MANAGEMENT SERVICES																		
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00	3	2	8		2								15	3.00	
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00		1	2		3								6	19.00	
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00			1	1									2	10.00	
Negotiation and Contract Execution	\$ 100.00	6	\$ 600.00													0	6.00	
Operations and Maintenance Services	\$ 80.00	125	\$ 10,000.00	2	2	2	1	2								9	116.00	
Sub-Total:			\$ 16,100.00															
LANDSCAPING SERVICES																		
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00	3	1	2	3	8								17	1.00	
Prepare Scope of Service for Contract	\$ 100.00	25	\$ 2,500.00		3	10	4	7								24	1.00	
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00		3	5	2	2								12	0.00	
Negotiation and Contract Execution	\$ 100.00	12	\$ 1,200.00	1												1	11.00	
Operations and Maintenance Services	\$ 80.00	250	\$ 20,000.00	2	4	2	4	16								28	222.00	
Sub-Total:			\$ 26,700.00															
ASSET MONITORING																		
Procurement and Bidding Services	\$ 100.00	12	\$ 1,200.00		1											1	11.00	
Prepare Scope of Service for Contract	\$ 100.00	12	\$ 1,200.00													0	12.00	
Prepare Specifications and Exhibits	\$ 100.00	25	\$ 2,500.00													0	25.00	
Negotiation and Contract Execution	\$ 100.00	25	\$ 2,500.00													0	25.00	
Operations and Maintenance Services	\$ 80.00	100	\$ 8,000.00	10	12	14	10	14								60	40.00	
Sub-Total:			\$ 15,400.00															
ADMINISTRATIVE MATTERS																		
Maintain electronic files, attendance at Board Meeting, general matters (all)	\$ 70.00	100	\$ 7,000.00	16	22	20	31	6								95	5.00	
Total:			\$ 65,200.00	37	51	66	56	60	0	0	0	0	0	0	0	270	507	

Miromar Lakes Community Development District

Financial Statements

January 31, 2015



Prepared by:

JPWARD AND ASSOCIATES LLC

2041 NE 6TH TERRACE

FORT LAUDERDALE, FLORIDA 33305

E-MAIL: WARD9490@COMCAST.NET

PHONE: (954) 658-4900

Miromar Lakes Community Development District

Table of Contents

	<i>Page</i>
<i>Balance Sheet—All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-5</i>
<i>Debt Service Fund</i>	
<i>Series 2003 Bonds</i>	<i>6</i>
<i>Series 2012 Bonds</i>	<i>7</i>

JPWard & Associates, LLC

2041 NE 6th Terrace

Fort Lauderdale, Florida 33305

Miromar Lakes Community Development District
Balance Sheet
for the Period Ending January 31, 2015

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2003	Series 2012	General Long Term Debt	General Fixed Assets		
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 661,254	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 661,254
Debt Service Fund							
Interest Account	-	-	-	-	-	-	-
Sinking Account	-	0	-	-	-	-	0
Reserve Account	-	1,980,892	428,131	-	-	-	2,409,023
Revenue	-	160,853	881,351	-	-	-	1,042,204
Prepayment Account	-	-	0	-	-	-	0
Deferred Cost Account	-	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	-	-	-
Escrow Deposit Fund	-	-	-	-	-	-	-
Due from Other Funds							
General Fund	-	37	274	-	-	-	311
Debt Service Fund(s)	-	-	-	-	-	-	-
Market Valuation Adjustments							
Accrued Interest Receivable	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	3,451,538	-	-	3,451,538
Amount to be Provided by Debt Service Funds	-	-	-	31,068,462	-	-	31,068,462
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	40,376,020	-	40,376,020
Total Assets	\$ 661,254	\$ 2,141,782	\$ 1,309,756	\$ 34,520,000	\$ 40,376,020	\$ -	\$ 79,008,813

Miromar Lakes Community Development District
Balance Sheet
for the Period Ending January 31, 2015

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2003	Series 2012	General Long Term Debt	General Fixed Assets		
Liabilities							
Accounts Payable & Payroll Liabilities	\$ 10,233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,233
Due to Other Funds	-						-
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)	311	-	-	-	-	-	311
Bonds Payable	-						-
Current Portion	-	-	-	905,000	-	-	905,000
Long Term	-	-	-	33,615,000	-	-	33,615,000
Total Liabilities	<u>\$ 10,544</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,520,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,530,544</u>
Fund Equity and Other Credits							
Investment in General Fixed Assets	-			-	40,376,020	-	40,376,020
Fund Balance							
Restricted							
Beginning: October 1, 2014 (Audited)	-	2,800,590	840,524	-	-	-	3,641,114
Results from Current Operations	-	(658,808)	469,232	-	-	-	(189,576)
Unassigned							
Beginning: October 1, 2014 (Audited)	433,147			-	-	-	433,147
Results from Current Operations	217,563			-	-	-	217,563
Total Fund Equity and Other Credits	<u>\$ 650,710</u>	<u>\$ 2,141,782</u>	<u>\$ 1,309,756</u>	<u>\$ -</u>	<u>\$ 40,376,020</u>	<u>\$ -</u>	<u>\$ 44,478,269</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 661,254</u>	<u>\$ 2,141,782</u>	<u>\$ 1,309,756</u>	<u>\$ 34,520,000</u>	<u>\$ 40,376,020</u>	<u>\$ -</u>	<u>\$ 79,008,813</u>

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2015

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	-	\$ 30,300	N/A
Interest							
Interest - General Checking	21	19	30	36	105	500	21%
Special Assessment Revenue							
Special Assessments - On-Roll	(2,710)	83,525	292,805	20,760	394,380	442,166	89%
Special Assessments - Off-Roll	90,986	-	-	90,986	181,973	363,945	50%
Miscellaneous Revenue							
	1,595	-	6,588	-	8,183	0	N/A
Intragovernmental Transfer In							
					-		
Total Revenue and Other Sources:	\$ 89,891	\$ 83,544	\$ 292,835	\$ 111,782	584,640	\$ 836,911	70%
Expenditures and Other Uses							
Legislative							
Board of Supervisor's - Fees	1,000	800	800	1,000	3,600	12,000	30%
Board of Supervisor's - Taxes	77	61	61	77	275	918	30%
Executive							
Professional Management	3,333	3,333	3,333	3,333	13,333	40,000	33%
Financial and Administrative							
Audit Services	4,800	-	-	4,900	9,700	4,900	198%
Accounting Services	-	-	-	-	-	-	N/A
Assessment Roll Services	-	-	18,000	-	18,000	18,000	100%
Arbitrage Rebate Services	-	-	1,000	-	1,000	1,000	100%
Other Contractual Services							
Legal Advertising	1,144	-	-	-	1,144	1,200	95%
Trustee Services	-	-	3,091	-	3,091	7,900	39%
Property Appraiser/Tax Collector Fees	-	1,021	-	-	1,021	2,400	43%
Bank Services	27	44	67	45	183	550	33%
Travel and Per Diem							
	-	-	-	-	-	-	N/A
Communications & Freight Services							
Postage, Freight & Messenger	-	40	190	39	269	400	67%
Insurance							
	5,665	-	-	-	5,665	5,800	98%

Prepared by:

JPWARD and Associates, LLC

**Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2015**

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Printing & Binding	-	114	-	183	296	1,200	25%
Website Development	-	-	-	-	-	1,000	0%
Office Supplies	-	-	-	-	-	-	N/A
Subscription & Memberships	175	-	-	-	175	175	100%
Legal Services							
Legal - General Counsel	-	-	4,290	-	4,290	9,000	48%
Legal - Center Place	-	-	743	-	743	-	N/A
Other General Government Services							
Engineering Services - General Fund	1,808	1,545	374	1,805	5,531	5,000	111%
NPDES	-	-	-	-	-	7,500	0%
Asset Administration Services	1,167	-	1,167	583	2,917	7,000	42%
Center Place	-	-	345	863	1,208	-	N/A
Sub-Total:	19,195	6,957	33,460	12,828	72,441	125,943	58%
 Stormwater Management Services							
Professional Management							
Asset Management	3,967	-	3,967	1,983	9,917	23,800	42%
Mitigation Monitoring	-	-	-	-	-	500	N/A
Utility Services							
Electric - Aeration Systems	-	25	2,251	418	2,694	500	539%
Lake System							
Aquatic Weed Control	5,464	5,464	5,464	5,464	21,856	80,568	27%
Lake Bank Maintenance	-	-	-	-	-	5,850	0%
Water Control Structures	-	-	-	4,200	4,200	11,550	36%

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2015

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Aeration System	-	8,663	-	-	8,663	3,500	248%
Wetland System							
Routine Maintenance	3,133	3,133	3,133	3,133	12,533	54,600	23%
Other Current Charges	-	-	-	-	-	2,500	0%
Capital Outlay							
Aerator's	-	-	-	-	-	9,600	N/A
Sub-Total:	12,564	17,285	14,815	15,199	59,862	192,968	31%
Landscaping Services							
Professional Management							
Asset Management	5,733	-	5,733	2,867	14,333	34,400	42%
Utility Services							
Electric	-	-	-	-	-	-	N/A
Irrigation Water	162	-	-	1,777	1,939	5,000	39%
Repairs & Maintenance							
Public Area Landscaping	21,790	93,211	9,953	32,811	157,765	361,100	44%
Landscape Lighting	-	-	-	-	-	-	N/A
Irrigation System	-	-	494	-	494	3,000	16%
Well System	-	-	-	-	-	3,500	0%
Plant Replacement	-	-	5,457	-	5,457	10,000	55%
Other Current Charges							
Lee County -Ben Hill Griffin Landscape	-	-	28,780	-	28,780	41,000	70%
Charlotte County - Panther Habitat, Fire	-	-	-	-	-	-	
Operating Supplies							
Mulch	-	-	26,005	-	26,005	60,000	43%
Sub-Total:	27,685	93,211	76,423	37,455	234,774	518,000	45%
Total Expenditures and Other Uses:	\$ 59,444	\$ 117,453	\$ 124,699	\$ 65,482	367,077	\$ 836,911	44%
Net Increase/ (Decrease) in Fund Balance	30,447	(33,909)	168,137	46,300	217,563	-	
Fund Balance - Beginning	433,147	463,595	429,686	597,823	433,147	433,870	
Fund Balance - Ending	\$ 463,595	\$ 429,686	\$ 597,823	\$ 644,123	650,710	\$ 433,870	

Miromar Lakes Community Development District
Debt Service Fund - Series 2003 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2015

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income							
Interest Account	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	N/A
Reserve Account*	161,497	1,241	1	1	162,739	30,000	542%
Prepayment Account	0	0	-	-	0	-	N/A
Revenue Account	7	7	1	1	16	-	N/A
Special Assessment Revenue							
Special Assessments - On-Roll	45	20,972	73,520	5,213	99,750	110,391	90%
Special Assessments - Off-Roll	-	-	-	-	-	1,955,734	0%
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 161,548	\$ 22,221	\$ 73,522	\$ 5,214	262,505	\$ 2,096,125	13%
Expenditures and Other Uses							
Debt Service							
Principal Debt Service - Mandatory							
Series 2003 Bonds	\$ -		\$ -	\$ -	-	\$ 530,000	0%
Principal Debt Service - Early Redemptions							
Series 2003 Bonds	-	130,000	-	-	130,000.00	-	N/A
Interest Expense							
Series 2003 Bonds	-	791,313	-	-	791,313	1,566,125	51%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 921,313	\$ -	\$ -	921,313	\$ 2,096,125	44%
Net Increase/ (Decrease) in Fund Balance	161,548	(899,092)	73,522	5,214	(658,808)	-	
Fund Balance - Beginning	2,800,590	2,962,138	2,063,046	2,136,568	2,800,590	2,755,905	
Fund Balance - Ending	\$ 2,962,138	\$ 2,063,046	\$ 2,136,568	\$ 2,141,782	2,141,782	\$ 2,755,905	

*October Interest Earnings related to market value adjustment made by auditors at FYE 09/30/14

Prepared by:

JPWard and Associates, LLC

Miromar Lakes Community Development District
Debt Service Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through January 31, 2015

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income							
Interest Account	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	N/A
Reserve Account*	27,820	1,840	0	0	29,661	15,000	198%
Prepayment Account	-	-	-	-	-	-	N/A
Revenue Account	2	2	1	2	7	30	24%
Special Assessment Revenue							
Special Assessments - On-Roll	332	155,382	544,705	38,619	739,039	819,929	90%
Special Assessments - Off-Roll	-	-	-	-	-	163,991	0%
Special Assessments - Prepayments	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 28,155	\$ 157,224	\$ 544,706	\$ 38,622	768,706.90	\$ 998,950	N/A
Expenditures and Other Uses							
Debt Service							
Principal Debt Service - Mandatory							
Series 2012 Bonds	-	-	-	-	-	\$ 400,000	0%
Principal Debt Service - Early Redemptions							
Series 2012 Bonds	-	-	-	-	-	-	N/A
Interest Expense							
Series 2012 Bonds	-	299,475	-	-	299,475	598,950	50%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 299,475	\$ -	\$ -	299,475	\$ 998,950	N/A
Net Increase/ (Decrease) in Fund Balance	28,155	(142,251)	544,706	38,622	469,232	-	
Fund Balance - Beginning	840,524	868,679	726,428	1,271,135	840,524	862,540	
Fund Balance - Ending	\$ 868,679	\$ 726,428	\$ 1,271,135	\$ 1,309,756	1,309,756	\$ 862,540	