

**Heritage Lake Park
Community Development District**

**October 2, 2023
Meeting**

AGENDA PACKAGE

Communications Media Technology Via Zoom

Meeting ID #:

Meeting URL:

<https://zoom.us/j/94537394539?pwd=R0UwMWdqaE9iNGFiS2F0ZjVmMU9rUT09>

Call-In #: 1-929-205-6099

Passcode: 902147

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors

- James DeFilippo, Chairperson
- Greg Krauss, Vice Chairperson
- Douglas Carville, Assistant Secretary
- Lawrence Forlano, Assistant Secretary
- Niles Waring, Assistant Secretary

- Justin Faircloth, District Manager
- Andy Cohen, District Counsel
- Jeffrey Satfield, District Engineer

AGENDA

Monday, October 2, 2023 – 10:00 a.m.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Audience Comments on Agenda Items**
- 5. Approval of Consent Agenda**
 - A. Minutes of the August 7, 2023 Meeting
 - B. Acceptance of the Financial Statements
 - C. Ratifications under Resolution 2017-03
 - i. DTE Estimate 61818
 - ii. DTE Estimate 63146
- 6. Engineer’s Report**
- 7. Old Business**
 - A. Mailbox Kiosk Discussion
 - B. Hurricane Ian Update
 - i. Discussion of Clubhouse Carpet – Backroom
 - ii. Discussion of Fine Line Homes Change Orders
 1. Change Order 5 Drywall
 2. Change Order 6 Electrical Add On
 3. Change Order 7 HVAC
 4. Change Order 8 Gutters
- 8. New Business**
 - A. Consideration of Proposals in Response to RFP
 - i. Irrigation Services
 - ii. Landscape Services
 - B. Fitness Services of Florida Quote 4592
 - C. Discussion of Coverall Schedule
 - D. Discussion of Library Computer
 - E. Discussion of Streetlight Glare

District Office

Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071
239.245.7118

Meeting Location

Heritage Lake Clubhouse
25635 Heritage Lake Boulevard
Punta Gorda, FL

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- Justin Faircloth, District Manager
- Andy Cohen, District Counsel
- Jeffrey Satfield, District Engineer

9. Manager's Report

- A. Landscape/Irrigation Update
 - i. Quality Audit Reports
- B. SOLitude Service Reports
- C. Update on Follow-Up Actions
 - i. Insurance Update

10. Attorney's Report

- A. D.R. Horton Update

11. Supervisors' Reports, Requests and Comments

12. Chairman's Comment

13. Audience Comments

14. Adjournment

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Meeting Location

Heritage Lake Clubhouse
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Punta Gorda, FL

Fifth Order of Business

5A

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

The regular meeting of the Board of Supervisors of the Heritage Lake Park Community Development District was held on Monday, August 7, 2023 at 10:00 a.m. at the Heritage Lake Park Clubhouse, 25635 Heritage Lake Boulevard, Punta Gorda, Florida.

Present and constituting a quorum were:

- | | |
|------------------|---------------------|
| James DeFilippo | Chairperson |
| Greg Krauss | Vice Chairperson |
| Douglas Carville | Assistant Secretary |
| Lawrence Forlano | Assistant Secretary |
| Niles Waring | Assistant Secretary |

Also present were:

- | | |
|------------------|----------------------------|
| Justin Faircloth | District Manager |
| Jacob Whitlock | Assistant District Manager |
| Lou Sheehan | Down to Earth |
| Residents | |

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Faircloth called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of Agenda

- Add under 10D follow-up actions –Fitness Services of Florida contract.

On MOTION by Mr. DeFilippo seconded by Mr. Krauss, with all in favor, the agenda was approved as amended.

FOURTH ORDER OF BUSINESS

Audience Comments on Agenda Items

- Mike Shelley inquired about the irrigation system and a project update from Down to Earth on the removal of trees in the greenway.

43 **FIFTH ORDER OF BUSINESS** **Public Hearing on Adopting Fiscal**
44 **Year 2024 Budget**

45 **A. Fiscal Year 2024 Budget Discussion**

- 46 • Mr. Faircloth discussed the budget and assessment items.

47
48 **B. Open Public Hearing for Public Comments**

49
50 On MOTION by Mr. DeFillippo seconded by Mr. Forlano, with
51 all in favor, the public hearing was opened.

52
53 **C. Resident Comments**

- 54 • None.

55
56 **D. Close Public Hearing for Public Comment**

57
58 On MOTION by Mr. Krauss seconded by Mr. Waring, with all
59 in favor, the public hearing was closed.

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61 **E. Resolution 2023-5, Adopting the Fiscal Year 2024 Budget**

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63 On MOTION by Mr. DeFillippo seconded by Mr. Forlano with
64 all in favor Resolution 2023-5, adopting the Fiscal Year 2024
65 budget as presented, was adopted.

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67
68 **F. Resolution 2023-6, Levying Assessments**

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70 On MOTION by Mr. DeFillippo seconded by Mr. Forlano with
71 all in favor Resolution 2023-6 levying non-ad valorem
72 assessments for FY 2024 was adopted.

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74
75 **SIXTH ORDER OF BUSINESS** **Approval of Consent Agenda**

76 **A. Approval of the Minutes from the June 5, 2023 Regular Meeting**

77 **B. Acceptance of the Financial Statements**

78 **C. Ratifications under Resolution 2017-03**

79
80 On MOTION by Mr. Carville seconded by Mr. Krauss, with all
81 in favor, the consent agenda was approved.

August 7, 2023

- 82 • The Board was in agreement for additional monies in the checking account to be
- 83 moved to the money market account as previously requested by Mr. Faircloth to
- 84 the finance team to maximize interest for the District.

85

86 **SEVENTH ORDER OF BUSINESS** **Engineer’s Report**

- 87 • Mr. Faircloth commented on the storm water system report from Engineer to the
- 88 SWFWMD noting that the District was currently in compliance.

89

90 **EIGHTH ORDER OF BUSINESS** **Old Business**

91 **A. Hurricane Ian Updates**

92 **i. Fine Line Homes & Sprinklers Damage Update**

- 93 • Mr. Faircloth updated the Board on Hurricane IAN items.
- 94 • Board discussed J4 development update. Waiting for completion of the work on
- 95 the Clubhouse.

96

97 **a. Change Order 3 – Fence Repair**

98 **b. Change Order 4 – Wallpaper**

- 99 • Mr. Faircloth discussed the Fine Line Homes fencing work completed.

100

101 On MOTION by Mr. Forlano seconded by Mr. Carville, with all

102 in favor, Fine Line Homes Change Order 3 and 4 were

103 approved.

104

105 **ii. Signature Privacy Walls & Irrigation Damage Update**

- 106 • Mr. Faircloth discussed issues with Signature Privacy Walls and D.R. Horton
- 107 operational concerns noting that staff was trying to work with the parties to resolve
- 108 all concerns.
- 109 • Mr. Faircloth discussed Signature Privacy Wall contract status noting that the
- 110 District was still waiting on certain items .
- 111 • Board discussed irrigation damage issues due to the work by Signature Privacy
- 112 Walls. The Board also questioned possible reimbursement by the contractor. Mr.
- 113 Faircloth discussed performance bond status and Change Order 1 requested from
- 114 Signature Privacy Walls in the amount of \$11,134.04 for the bonds required by the
- 115 contract.
- 116 • Mr. Faircloth requested comments from the audience on this item. There were no
- 117 comments.

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On MOTION by Mr. DeFilippo seconded by Mr. Krauss, with all in favor, Change Order 1 was approved.

B. The CPR School, LLC Training Proposals

- Mr. Faircloth discussed the AED training proposal.
- A revised proposal was requested capped at seventy five people to be completed in January 2024 with the time/date to be determined.

NINTH ORDER OF BUSINESS **New Business**

A. Acceptance of the Fiscal Year 2022 Audit

On MOTION by Mr. DeFilippo seconded by Mr. Carville, with all in favor, the audit for the year ended September 30, 2022 was accepted.

B. Mailbox Kiosk Discussion – July 7, 2023 USPS Letter

- i. **Pro-Hawk Industries, Inc. Job #071123**
- ii. **Pro-Hawk Industries, Inc. Job #071123 CBUs**

- This item was tabled until the next meeting. Mr. Waring agreed to obtain updated proposals. Mr. DeFilippo agreed to follow up with the Post Office.

C. Proposed Fiscal Year 2024 Meeting Schedule

- The Board requested the schedule to be modified to show the tentative budget approval date should be April 1, 2024 and the public hearing date to be June 3,2024.

On MOTION by Mr. DeFilippo seconded by Mr. Krauss, with all in favor, the FY 2024 meeting schedule was approved as amended.

- Discussion on the September 11, 2023 meeting ensued. Mr. Sheehan confirmed that Down to Earth would be agreeable to going month to month until the Board was able to make a decision on the RFP.
- Mr. Faircloth requested comments from the audience on this item. There were no comments.

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On MOTION by Mr. DeFilippo seconded by Mr. Krauss, with all in favor, to cancel the September 11, 2023 meeting due to lack of a quorum was approved.

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D. Gate Damage

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- Mr. Faircloth noted that there were several incidents regarding the gates recently. Ms. Ross will follow up and check on the speaker issue.

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E. Maintenance Technician Salary Discussion

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- Board discussed the Maintenance Technician’s salary.

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On MOTION by Mr. DeFilippo seconded by Mr. Forlano, with all in favor, the handyman pay increase to \$22.50 per hour was approved.

171

- The Board requested Clubhouse Cleaning be placed on the next agenda.

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TENTH ORDER OF BUSINESS

Manager’s Report

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A. Field Manager’s Report

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- The Board asked questions on the Field Management Report.

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B. Landscape/Irrigation Update

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i. Quality Audit Report

179

ii. DTE – Trimming Flyer

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- Mr. Sheehan commented on the DTE items. The Board noted that the two additional trees need to be removed as well as the trimming of the palms.

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- Discussion ensued on the cutting of the parcels owned by D.R. Horton.

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C. SOLitude Service Reports

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- Discussion ensued on SOLitude and the status of the lakes.

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On MOTION by Mr. DeFilippo seconded by Mr. Krauss, with all in favor, to extend the meeting by thirty minutes was approved.

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D. Update on Follow-Up Actions

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i. Pool Pump/Heater Maintenance Proposals

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- Kast Pool presented a presentation to begin service for the District. They will be requested to provide a formal proposal.

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ii. Financial Advisor Response Regarding Bond Refunding

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- Mr. Faircloth noted that due to current interest rates a refunding did not appear to be something that the District should pursue according to the responses received from various financial advisors.

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August 7, 2023

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iii. Envera Outstanding Items Update
iv. Insurance Update

- No discussion.

v. Surplus Office Furniture

On MOTION by Mr. DeFilippo seconded by Mr. Forlano, with all in favor, surplus of various office furniture was approved.

vi. Supervisors Responsibilities

- Mr. Faircloth addressed Supervisors responsibilities. Mr. Waring agreed to handle landscaping and irrigation. Ms. Ross will update the Supervisor Responsibilities list.

ELEVENTH ORDER OF BUSINESS Attorney’s Report

A. D.R. Horton Update
i. CDD Confirmation of Rights

- Mr. Faircloth provided an update on D.R. Horton and the agreement proposed.

On MOTION by Mr. Krauss seconded by Mr. Waring, with all in favor, authorizing the Chairman to sign the agreement as presented with D.R. Horton was approved.

TWELFTH ORDER OF BUSINESS Supervisors’ Reports, Requests and Comments

- Mr. Krauss noted the office furniture has arrived and in boxes. Assembly is required.
- Mr. Waring inquired about the lighting status, noting some streetlights are out. Mr. DeFilippo noted that he was working on this item.

THIRTEENTH ORDER OF BUSINESS Chairman’s Comments

- Mr. DeFilippo addressed getting quotes for picnic table replacements.

FOURTEENTH ORDER OF BUSINESS Audience Comments

- Resident comments about delays on mailbox replacement. Additional comments were received on streetlight concerns.

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FIFTEENTH ORDER OF BUSINESS

Adjournment

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On MOTION by Mr. Forlano seconded by Mr. DeFilippo, with all in favor, the meeting was adjourned at 12:39 p.m.

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Chairman / Vice Chairman

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**Heritage Lake Park
Community Development District**

Financial Report

August 31, 2023



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**Heritage Lake Park
Community Development District**

Financial Statements

(Unaudited)

August 31, 2023

Balance Sheet
August 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>SERIES 2005 DEBT SERVICE FUND</u>	<u>TOTAL</u>
<u>ASSETS</u>			
Cash - Checking Account	\$ 133,181	\$ -	\$ 133,181
Cash On Hand/Petty Cash	800	-	800
Accounts Receivable	208	-	208
Assessments Receivable	48,323	15,207	63,530
Allow-Doubtful Collections	(48,323)	(15,207)	(63,530)
Investments:			
Money Market Account	1,539,790	-	1,539,790
Prepayment Account	-	3,342	3,342
Reserve Fund	-	103,895	103,895
Revenue Fund	-	49,941	49,941
Prepaid Items	6,114	-	6,114
TOTAL ASSETS	\$ 1,680,093	\$ 157,178	\$ 1,837,271
<u>LIABILITIES</u>			
Accounts Payable	\$ 18,898	\$ -	\$ 18,898
Accrued Expenses	8,059	-	8,059
Sales Tax Payable	17	-	17
TOTAL LIABILITIES	26,974	-	26,974
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	6,114	-	6,114
Restricted for:			
Debt Service	-	157,178	157,178
Assigned to:			
Operating Reserves	149,361	-	149,361
Reserves - Capital Projects	76,536	-	76,536
Reserves - Legal	3,792	-	3,792
Reserves - Roadways	209,779	-	209,779
Reserves - Stormwater System	58,581	-	58,581
Reserves - Wall	32,109	-	32,109
Unassigned:	1,116,847	-	1,116,847
TOTAL FUND BALANCES	\$ 1,653,119	\$ 157,178	\$ 1,810,297
TOTAL LIABILITIES & FUND BALANCES	\$ 1,680,093	\$ 157,178	\$ 1,837,271

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>AUG-23 ACTUAL</u>
REVENUES				
Interest - Investments	\$ 400	\$ 14,711	3677.75%	\$ 3,876
Recreational Activity Fees	8,000	105	1.31%	105
Special Assmnts- Tax Collector	723,561	822,872	113.73%	-
Special Assmnts- Discounts	(28,942)	45,031	-155.59%	-
Settlements	-	272,957	0.00%	-
Other Miscellaneous Revenues	500	989,130	197826.00%	13,230
Gate Bar Code/Remotes	1,000	2,698	269.80%	293
TOTAL REVENUES	704,519	2,147,504	304.82%	17,504
EXPENDITURES				
Administration				
P/R-Board of Supervisors	12,000	11,200	93.33%	1,200
FICA Taxes	918	857	93.36%	92
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,195	-	0.00%	-
ProfServ-Engineering	4,000	1,698	42.45%	1,698
ProfServ-Legal Services	24,844	40,856	164.45%	2,123
ProfServ-Mgmt Consulting	62,290	57,099	91.67%	5,191
ProfServ-Trustee Fees	4,771	4,771	100.00%	-
ProfServ-Web Site Maintenance	1,356	1,243	91.67%	113
Auditing Services	3,725	3,550	95.30%	-
Postage and Freight	600	402	67.00%	-
Insurance - General Liability	4,447	3,381	76.03%	-
Printing and Binding	50	4	8.00%	-
Legal Advertising	2,000	811	40.55%	706
Misc-Bank Charges	100	286	286.00%	-
Misc-Assessment Collection Cost	14,471	14,879	102.82%	-
Office Supplies	35	108	308.57%	17
Annual District Filing Fee	175	175	100.00%	-
Total Administration	137,577	141,320	102.72%	11,140
Field				
ProfServ-Field Management	6,078	5,572	91.67%	507
ProfServ-Mgmt Consulting	-	5,875	0.00%	-
ProfServ-Wetlands	11,000	10,084	91.67%	917
Contracts-Landscape	74,170	66,759	90.01%	6,075
Contracts-Buffer Wall	7,000	-	0.00%	-
R&M-General	9,600	60	0.63%	13
R&M-Irrigation	12,000	20,063	167.19%	11,186
R&M-Lake	5,000	2,870	57.40%	-
R&M-Mulch	7,200	-	0.00%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Trees and Trimming	5,995	3,629	60.53%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>AUG-23 ACTUAL</u>
R&M-Lights	4,000	3,513	87.83%	3,513
R&M-Wall	8,000	77	0.96%	-
Misc-Contingency	16,950	265,647	1567.24%	-
Cap Outlay - Streetlights	-	106,557	0.00%	-
Total Field	169,993	490,706	288.66%	22,211
<u>Utilities</u>				
Communication - Telephone	900	793	88.11%	61
Electricity - General	6,000	5,771	96.18%	485
Internet Services	3,141	3,138	99.90%	241
Total Utilities	10,041	9,702	96.62%	787
<u>Gatehouse</u>				
Towing Services	250	-	0.00%	-
Contracts-Gates	1,080	1,080	100.00%	-
Contracts-Security System	61,148	56,501	92.40%	5,242
Electricity - General	3,000	2,054	68.47%	184
R&M-Buildings	500	1,504	300.80%	-
R&M-Gate	3,000	2,402	80.07%	795
Misc-Contingency	5,000	2,800	56.00%	1,365
Cap Outlay - Security Cameras	-	5,447	0.00%	-
Total Gatehouse	73,978	71,788	97.04%	7,586
<u>Clubhouse and Recreation</u>				
Payroll-Salaries	26,000	19,665	75.63%	2,050
Payroll-Maintenance	10,400	8,890	85.48%	1,000
Payroll Taxes	2,785	2,184	78.42%	233
Workers' Compensation	800	1,419	177.38%	372
Fire Alarm Monitoring	540	540	100.00%	-
Contracts-Fountain	680	-	0.00%	-
Contracts-Security Camera	550	-	0.00%	-
Contracts-Pools	15,580	14,254	91.49%	1,401
Contracts-Cleaning Services	12,420	7,404	59.61%	637
Contracts-HVAC	1,968	-	0.00%	-
Contracts-Pest Control	1,800	1,499	83.28%	-
Contracts-Security System	10,162	9,438	92.88%	872
Pest Control - Bldg/Gnds	1,620	-	0.00%	-
Electricity - General	18,000	17,343	96.35%	1,261
Utility - Refuse Removal	3,179	3,017	94.90%	274
Utility - Water & Sewer	6,500	6,724	103.45%	480
Insurance - Property	33,251	30,067	90.42%	-
R&M-General	4,000	4,294	107.35%	264
R&M-Fountain	500	175	35.00%	175
R&M-Pools	8,694	2,320	26.69%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>AUG-23 ACTUAL</u>
R&M-Tennis Courts	6,000	-	0.00%	-
R&M-Fitness Equipment	2,800	570	20.36%	325
R&M-Fitness Center	2,000	3,662	183.10%	-
R&M-Security Cameras	1,000	708	70.80%	-
R&M-Backflow Inspection	154	-	0.00%	-
Fire Ext Inspection & Repairs	500	132	26.40%	-
R&M-Fire Alarm	500	1,520	304.00%	440
Fire Alarm Inspection	200	306	153.00%	-
R&M-Fire Sprinklers	500	-	0.00%	-
R&M - Computer/Internet	2,500	1,804	72.16%	388
Misc-Cable TV Expenses	1,398	1,458	104.29%	187
Misc-Clubhouse Activities	4,800	-	0.00%	-
Misc-Contingency	10,000	90,283	902.83%	5,380
Office Supplies	3,000	3,098	103.27%	360
Cleaning Supplies	2,600	100	3.85%	-
Cleaning Services	500	-	0.00%	-
Total Clubhouse and Recreation	197,881	232,874	117.68%	16,099
Reserves				
Reserves - Irrigation System	15,000	-	0.00%	-
Reserve - Roadways	32,394	-	0.00%	-
Reserve-Stormwater System	29,220	-	0.00%	-
Reserve - Tennis Court	10,000	-	0.00%	-
Reserves - Wall	28,435	-	0.00%	-
Total Reserves	115,049	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	704,519	946,390	134.33%	57,823
Excess (deficiency) of revenues				
Over (under) expenditures	-	1,201,114	0.00%	(40,319)
OTHER FINANCING SOURCES (USES)				
Extraordinary Gain / Loss	-	(165,897)	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	(165,897)	0.00%	-
Net change in fund balance	\$ -	\$ 1,035,217	0.00%	\$ (40,319)
FUND BALANCE, BEGINNING (OCT 1, 2022)	617,902	617,902		
FUND BALANCE, ENDING	\$ 617,902	\$ 1,653,119		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>AUG-23 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 10	\$ 7,261	72610.00%	\$ 623
Special Assmnts- Tax Collector	180,800	209,314	115.77%	-
Special Assmnts- Prepayment	-	228,615	0.00%	-
Special Assmnts- Discounts	(7,232)	14,668	-202.82%	-
TOTAL REVENUES	173,578	459,858	264.93%	623
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	3,616	3,744	103.54%	-
Total Administration	3,616	3,744	103.54%	-
<u>Debt Service</u>				
Principal Debt Retirement	85,000	85,000	100.00%	-
Principal Prepayments	-	245,000	0.00%	-
Interest Expense	98,040	97,898	99.86%	-
Total Debt Service	183,040	427,898	233.77%	-
TOTAL EXPENDITURES	186,656	431,642	231.25%	-
Excess (deficiency) of revenues Over (under) expenditures	(13,078)	28,216	n/a	623
<u>OTHER FINANCING SOURCES (USES)</u>				
Extraordinary Gain / Loss	-	(47,716)	0.00%	-
Contribution to (Use of) Fund Balance	(13,078)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(13,078)	(47,716)	n/a	-
Net change in fund balance	\$ (13,078)	\$ (19,500)	n/a	\$ 623
FUND BALANCE, BEGINNING (OCT 1, 2022)	176,678	176,678		
FUND BALANCE, ENDING	\$ 163,600	\$ 157,178		

**Heritage Lake Park
Community Development District**

Supporting Schedules

August 31, 2023

**Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Interest Costs	Final Judgement	Gross Amount Received	ALLOCATION BY FUND	
							General Fund	Series 2005 Debt Service Fund
Assessments Levied						\$ 904,362	\$ 723,562	\$ 180,800
Allocation %						100%	80%	20%
Real Estate Installment								
11/04/22	\$ 13,449	\$ 773	\$ 274	\$ -	\$ -	\$ 14,497	\$ 11,492	\$ 3,005
04/13/23	14,123	234	288	-	-	14,646	11,611	3,036
05/11/23	509	-	10	-	-	520	414	106
06/08/23	1,571	(47)	32	-	-	1,556	1,239	317
Real Estate Current								
12/01/22	3,900	166	80	-	-	4,146	3,301	845
12/01/22	19,580	832	400	-	-	20,812	16,504	4,309
12/01/22	29,370	1,249	599	-	-	31,219	24,755	6,463
Final Judgement	(52,851)	-	-	-	52,851	-	-	-
12/01/22	213,107	9,061	4,349	-	-	226,517	184,443	42,074
Final Judgement	(157,547)	-	(3,215)	83,228	77,534	-	-	-
Net	55,560	9,061	1,134	83,228	77,534	226,517	184,443	42,074
Real Estate Current								
12/08/22	104,647	4,449	2,136	-	-	111,232	88,294	22,938
12/15/22	315,152	13,400	6,432	-	-	334,984	266,719	68,265
01/12/23	107,104	4,142	2,186	-	-	113,432	89,945	23,487
02/09/23	26,776	600	546	-	-	27,922	22,165	5,758
03/09/23	16,965	196	346	-	-	17,508	13,906	3,602
Real Estate Delinquent								
04/06/23	197,514	290	4,031	(94,858)	-	106,978	83,134	23,844
07/13/23	6,277	(187)	128	-	-	6,218	4,951	1,267
	829,997	34,198	18,017	(11,630)	130,385	1,000,967	798,116	202,851
TOTAL	\$ 859,650	\$ 35,159	\$ 18,622	\$ (11,630)	\$ 130,385	\$ 1,032,185	\$ 822,872	\$ 209,314
% COLLECTED						114.13%	113.73%	115.77%
TOTAL OUTSTANDING						\$ (127,823)	\$ (99,310)	\$ (28,514)

Cash and Investment Balances
August 31, 2023

<u>ACCOUNT NAME</u>	<u>ACCOUNT TYPE</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Public Funds	Checking	Synovus	0.00%	\$ 133,181
Cash On Hand/Petty Cash				800
			Subtotal	\$ 133,981
Public Funds	Money Market	BankUnited	5.12%	1,386,118
Government Interest	Checking	Valley National Bank	5.25%	153,672
			Subtotal	\$ 1,539,790
DEBT SERVICE FUND				
Series 2005 Prepayment Account		U.S. Bank	4.94%	3,342
Series 2005 Reserve Fund		U.S. Bank	4.94%	103,895
Series 2005 Revenue Fund		U.S. Bank	4.94%	49,941
			Subtotal	\$ 157,178 (1)
			Total	\$ 1,830,948

Note 1 - Invested in U.S. Bank First American Government Obligation Fund

Heritage Lake Park CDD

Bank Reconciliation

Bank Account No. 9900 SYNOVUS GF CHECKING
 Statement No. 08-23
 Statement Date 8/31/2023

G/L Balance (LCY)	133,180.84	Statement Balance	150,507.20
G/L Balance	133,180.84	Outstanding Deposits	13,270.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	133,180.84	Subtotal	163,777.20
Negative Adjustments	0.00	Outstanding Checks	30,596.36
	<hr/>	Differences	0.00
Ending G/L Balance	133,180.84	Ending Balance	133,180.84
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference	
Outstanding Checks							
8/4/2023	Payment	11212	SIGNS-R-US, LLC	1,160.00	0.00	1,160.00	
8/23/2023	Payment	11227	KENNEDY ELECTRIC CO OF PUNTA GORD	125.00	0.00	125.00	
8/23/2023	Payment	11230	DISASTER LAW AND CONSULTING LLC	312.50	0.00	312.50	
8/31/2023	Payment	11231	DAVID M. GROUT	164.70	0.00	164.70	
8/31/2023	Payment	11232	ACTION AUTOMATIC DOOR CO	565.00	0.00	565.00	
8/31/2023	Payment	11233	SUNCOAST MEDIA GROUP	541.97	0.00	541.97	
8/31/2023	Payment	11234	INFRAMARK, LLC	6,429.21	0.00	6,429.21	
8/31/2023	Payment	11235	ENVERA SYSTEMS	6,113.99	0.00	6,113.99	
8/31/2023	Payment	11236	SOLITUDE LAKE MANAGEMENT	916.70	0.00	916.70	
8/31/2023	Payment	11237	LINDA ROSS	27.57	0.00	27.57	
8/31/2023	Payment	11238	CPH	1,697.50	0.00	1,697.50	
8/31/2023	Payment	11239	INNERSYNC STUDIO LTD	388.13	0.00	388.13	
8/31/2023	Payment	11240	COVERALL NORTH AMERICA, INC.	636.88	0.00	636.88	
8/31/2023	Payment	11241	DOWN TO EARTH LANDSCAPE & IRRIGATI	10,392.21	0.00	10,392.21	
8/31/2023	Payment	11242	DISASTER LAW AND CONSULTING LLC	1,125.00	0.00	1,125.00	
Total Outstanding Checks.....				30,596.36		30,596.36	
Outstanding Deposits							
8/31/2023		DEP00502	TRITON RENOVATION INC	G/L Ac	13,270.00	0.00	13,270.00
Total Outstanding Deposits.....				13,270.00		13,270.00	

Settlements
August 31, 2023

<u>DATE</u>	<u>COMPANY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
GENERAL FUND			
10/28/22	Preferred Governmental Insurance Trust	Property Damage	\$ (10,720)
1/13/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(3,173)
1/13/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(23,137)
1/13/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(121,600)
1/13/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(3,740)
2/16/23	Preferred Governmental Insurance Trust	Deductible Refund	(2,500)
3/14/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(14,216)
5/5/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(14,775)
6/22/23	Preferred Governmental Insurance Trust	Catastrophic Property Loss	(79,097)
			<u><u>(\$272,957)</u></u>

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 8/1/23 to 8/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid	
SYNOVUS GF CHECKING - (ACCT#XXXXX9900)								
CHECK # 11208								
08/03/23	Employee	DAVID M. GROUT	PAYROLL	August 03, 2023 Payroll Posting			\$349.40	
							Check Total	\$349.40
CHECK # 11209								
08/04/23	Vendor	HERITAGE LAKE PARK- C/O US BANK N.A	07262023 2005	TRSF TAX COLLECTIONS SERIES 2005	Due From Other Funds	131000	\$1,703.05	
							Check Total	\$1,703.05
CHECK # 11211								
08/04/23	Vendor	SIGNS-R-US, LLC	11965-DEP 50%	DOUBLE SIDED SIGNS DEP INV	Misc-Contingency	001-549900-53901	\$1,160.00	
							Check Total	\$1,160.00
CHECK # 11212								
08/04/23	Vendor	SIGNS-R-US, LLC	11965-FINAL	FINAL PAYMENT FOR SIGNAGE	Misc-Contingency	001-549900-53901	\$1,160.00	
							Check Total	\$1,160.00
CHECK # 11213								
08/08/23	Vendor	HERITAGE LAKE PARK CDD	08012023 9900	TRSF EXCESS CASH FR 9900 TO BU MMA 9758	Due From Other Funds	131000	\$1,180,000.00	
							Check Total	\$1,180,000.00
CHECK # 11214								
08/17/23	Employee	DAVID M. GROUT	PAYROLL	August 17, 2023 Payroll Posting			\$349.40	
							Check Total	\$349.40
CHECK # 11215								
08/15/23	Employee	NILES WARING	PAYROLL	August 15, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 11216								
08/15/23	Employee	LAWRENCE G. FORLANO	PAYROLL	August 15, 2023 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # 11217								
08/15/23	Vendor	WENZEL ELECTRICAL SERVICES INC	248105	SVC CALL-FIRE ALARM	R&M-Fire Alarm	001-546463-57212	\$440.00	
							Check Total	\$440.00
CHECK # 11218								
08/15/23	Vendor	LINDA ROSS	053123-PC	MAY 2023 PURCHASES	Postage and Freight	001-541006-51301	\$5.24	
08/15/23	Vendor	LINDA ROSS	053123-PC	MAY 2023 PURCHASES	R&M Fitness Center	001-546137-57212	\$41.94	
							Check Total	\$47.18
CHECK # 11220								
08/15/23	Vendor	FINE LINE CUSTOM HOMES LLC	1504	FENCE REPAIR AT THE CLUBHOUSE AND POOL	Misc-Contingency	001-549900-53901	\$2,308.85	
							Check Total	\$2,308.85
CHECK # 11221								
08/16/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV161011	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$229.00	
							Check Total	\$229.00
CHECK # 11222								
08/23/23	Vendor	WENZEL ELECTRICAL SERVICES INC	248165	FIRE ALARM SVC CALL	R&M-Fire Alarm	001-546463-57212	\$440.00	
							Check Total	\$440.00
CHECK # 11223								
08/23/23	Vendor	SUNCOAST MEDIA GROUP	3899403	REQ FOR PROPOSAL - LANDSCAPE MAINT	Legal Advertising	001-548002-51301	\$164.45	
							Check Total	\$164.45
CHECK # 11224								
08/23/23	Vendor	PERSSON, COHEN & MOONEY, P.A.	3820	JUNE 2023 GEN MATTERS	ProfServ-Legal Services	001-531023-51401	\$548.00	
							Check Total	\$548.00
CHECK # 11225								
08/23/23	Vendor	HOWARDS POOL WORLD INC	M836929	JULY 2023 POOL SVC/EXTRA CLEANING	EXTRA WKLY CLEANING	001-534078-57212	\$480.00	
08/23/23	Vendor	HOWARDS POOL WORLD INC	M836929	JULY 2023 POOL SVC/EXTRA CLEANING	MAY 2023 POOL SVC	001-534078-57212	\$801.15	
							Check Total	\$1,281.15
CHECK # 11226								
08/23/23	Vendor	ENVERA SYSTEMS	729692	AUG 2023 SEC ACCESS/GATE	Prepaid Items	155000	\$6,113.99	
							Check Total	\$6,113.99
CHECK # 11227								
08/23/23	Vendor	KENNEDY ELECTRIC CO OF PUNTA GORDA, INC	20999	LIGHTS OUT DIAGNOSTICS	R&M-Lights	001-546133-53901	\$125.00	
							Check Total	\$125.00
CHECK # 11228								
08/23/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-87477	JULY 2023 LAKE MAINT	ProfServ-Wetlands	001-531048-53901	\$504.70	
08/23/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-87748	JULY 2023 WETLANDS MAINT	ProfServ-Wetlands	001-531048-53901	\$412.00	
							Check Total	\$916.70
CHECK # 11229								
08/23/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV161692	EMERGENCY CALL - IRR LINE BREAK	R&M-Irrigation	001-546041-53901	\$170.00	

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 8/1/23 to 8/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
08/23/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV162979	IRR REPAIRS 7/11/23	R&M-Irrigation	001-546041-53901	\$889.90
Check Total							\$1,059.90
CHECK # 11230							
08/23/23	Vendor	DISASTER LAW AND CONSULTING LLC	070523	JUNE 2023 LEGAL COUNSEL	ProfServ-Legal Services	001-531023-51401	\$312.50
Check Total							\$312.50
CHECK # 11231							
08/31/23	Employee	DAVID M. GROUT	PAYROLL	August 31, 2023 Payroll Posting			\$164.70
Check Total							\$164.70
CHECK # 11232							
08/31/23	Vendor	ACTION AUTOMATIC DOOR CO	S471331	INSTALL 15' ALUM ARM ON EXIT GATE	R&M-Gate	001-546034-53904	\$565.00
Check Total							\$565.00
CHECK # 11233							
08/31/23	Vendor	SUNCOAST MEDIA GROUP	3896209	NOTICE OF PUBLIC HEARING 7/10-7/17/23	Legal Advertising	001-548002-51301	\$377.52
08/31/23	Vendor	SUNCOAST MEDIA GROUP	3899402	REQ FOR PROPOSAL 8/4/23	Legal Advertising	001-548002-51301	\$164.45
Check Total							\$541.97
CHECK # 11234							
08/31/23	Vendor	INFRAMARK, LLC	98412	JULY 2023 MGMT SVCS	RECORD STORAGE FEES	001-551002-51301	\$8.33
08/31/23	Vendor	INFRAMARK, LLC	98412	JULY 2023 MGMT SVCS	FIELD OPS	001-531016-53901	\$506.50
08/31/23	Vendor	INFRAMARK, LLC	98412	JULY 2023 MGMT SVCS	ADMIN FEES	001-531027-51201	\$5,190.83
08/31/23	Vendor	INFRAMARK, LLC	98412	JULY 2023 MGMT SVCS	POSTAGE	001-541006-51301	\$16.80
08/31/23	Vendor	INFRAMARK, LLC	98412	JULY 2023 MGMT SVCS	WEB ADMIN	001-531094-51301	\$113.00
08/31/23	Vendor	INFRAMARK, LLC	98412	JULY 2023 MGMT SVCS	PROJECT MGMT	001-531027-53901	\$593.75
Check Total							\$6,429.21
CHECK # 11235							
08/31/23	Vendor	ENVERA SYSTEMS	730744	SEPT 2023 SEC ACCESS	Prepaid Items	155000	\$6,113.99
Check Total							\$6,113.99
CHECK # 11236							
08/31/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-97629	AUG 2023 WETLANDS MAINT	ProfServ-Wetlands	001-531048-53901	\$412.00
08/31/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-97907	AUG 2023 LAKE MAINT	ProfServ-Wetlands	001-531048-53901	\$504.70
Check Total							\$916.70
CHECK # 11237							
08/31/23	Vendor	LINDA ROSS	063023-PC	JUNE 2023 PURCHASES	WATER HOSE	001-546001-57212	\$14.99
08/31/23	Vendor	LINDA ROSS	063023-PC	JUNE 2023 PURCHASES	FILL HOLES IN ROAD	001-546001-53901	\$12.58
Check Total							\$27.57
CHECK # 11238							
08/31/23	Vendor	CPH	150128	ENGG SVCS THRU JULY 2023	ProfServ-Engineering	001-531013-51501	\$1,697.50
Check Total							\$1,697.50
CHECK # 11239							
08/31/23	Vendor	INNERSYNC STUDIO LTD	21538	WEBSITE / COMPLIANCE SVCS	WEBSITE SVCS-HOSTING, SUPPORT, TRAINING	001-546915-57212	\$153.75
08/31/23	Vendor	INNERSYNC STUDIO LTD	21538	WEBSITE / COMPLIANCE SVCS	ONGOING PDF ACCESSIBILITY COMPLIANCE	001-546915-57212	\$234.38
Check Total							\$388.13
CHECK # 11240							
08/31/23	Vendor	COVERALL NORTH AMERICA, INC.	1160282060	AUG 2023 COMMERCIAL CLEANING SVCS	Contracts-Cleaning Services	001-534082-57212	\$636.88
Check Total							\$636.88
CHECK # 11241							
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV163162	IRR REPAIRS 7/13/23	R&M-Irrigation	001-546041-53901	\$178.00
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV163580	IRR REPAIRS 7/18/23	R&M-Irrigation	001-546041-53901	\$590.00
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV163617	WET CHECK REPAIRS 7/19/23	R&M-Irrigation	001-546041-53901	\$690.00
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV163850	IRR TROUBLE SHORTING 7/26/23	R&M-Irrigation	001-546041-53901	\$110.00
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV164502	IRR REPAIRS 7/28/23	R&M-Irrigation	001-546041-53901	\$96.25
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV163821	IRR REPAIRS 7/10/23	R&M-Irrigation	001-546041-53901	\$1,645.30
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV164501	IRR TROUBLESHOOTING 7/27/23	R&M-Irrigation	001-546041-53901	\$266.65
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV164074	AUG 2023 LAWN MAINT	Contracts-Landscape	001-534050-53901	\$6,074.71
08/31/23	Vendor	DOWN TO EARTH LANDSCAPE & IRRIGATION	INV163740	IRR REPAIRS 7/24/23	R&M-Irrigation	001-546041-53901	\$741.30
Check Total							\$10,392.21
CHECK # 11242							
08/31/23	Vendor	DISASTER LAW AND CONSULTING LLC	080223	LEGAL COUNSEL PRD 7/1/23-7/31/23	ProfServ-Legal Services	001-531023-51401	\$1,125.00
Check Total							\$1,125.00
ACH #DD1307							
08/01/23	Vendor	COMCAST	071023-6702 ACH	BILL PRD 7/14-8/13/23	Misc-Internet Services	001-549031-53903	\$70.35
ACH Total							\$70.35
ACH #DD1309							
08/02/23	Employee	LINDA C. ROSS	PAYROLL	August 02, 2023 Payroll Posting			\$563.00
ACH Total							\$563.00
ACH #DD1310							

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 8/1/23 to 8/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
08/14/23	Vendor	CHARLOTTE COUNTY UTILITIES	072123-125125 ACH	BILL PRD 6/16-7/19/23	Utility - Water & Sewer	001-543021-57212	\$424.14
ACH Total							\$424.14
ACH #DD1311							
08/14/23	Vendor	CHARLOTTE COUNTY UTILITIES	072123-121310 ACH	BILL PRD 6/16-7/19/23	Utility - Water & Sewer	001-543021-57212	\$79.07
ACH Total							\$79.07
ACH #DD1312							
08/14/23	Vendor	COMCAST	072323-3872 ACH	BILL PRD 8/6-9/5/23	Misc-Internet Services	001-549031-53903	\$139.90
ACH Total							\$139.90
ACH #DD1313							
08/16/23	Employee	LINDA C. ROSS	PAYROLL	August 16, 2023 Payroll Posting			\$659.42
ACH Total							\$659.42
ACH #DD1314							
08/15/23	Employee	DOUGLAS L. CARVILLE	PAYROLL	August 15, 2023 Payroll Posting			\$154.70
ACH Total							\$154.70
ACH #DD1315							
08/15/23	Employee	JAMES G. DEFILIPPO	PAYROLL	August 15, 2023 Payroll Posting			\$144.70
ACH Total							\$144.70
ACH #DD1316							
08/15/23	Employee	JAMES G. KRAUSS	PAYROLL	August 15, 2023 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD1317							
08/16/23	Employee	JAMES G. KRAUSS	PAYROLL	August 16, 2023 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD1318							
08/24/23	Vendor	WASTE MANAGEMENT INC OF FLORIDA	9968923-0336-2 ACH	AUG 2023 REFUSE REMOVAL	Utility - Refuse Removal	001-543020-57212	\$274.30
ACH Total							\$274.30
ACH #DD1320							
08/27/23	Vendor	COMCAST	080623-2663 ACH	BILL PRD 8/19-9/18/23	Misc-Cable TV Expenses	001-549039-57212	\$186.63
08/27/23	Vendor	COMCAST	080623-2663 ACH	BILL PRD 8/19-9/18/23	Misc-Internet Services	001-549031-53903	\$30.33
08/27/23	Vendor	COMCAST	080623-2663 ACH	BILL PRD 8/19-9/18/23	Communication - Telephone	001-541003-53903	\$60.61
ACH Total							\$277.57
ACH #DD1321							
08/30/23	Employee	LINDA C. ROSS	PAYROLL	August 30, 2023 Payroll Posting			\$522.52
ACH Total							\$522.52
ACH #DD1322							
08/18/23	Vendor	TRAVELERS CL REMITTANCE CENTER	07282-7193 ACH	WORKERS COMP 5/17/23-5/17/24	Workers' Compensation	001-524001-57212	\$372.00
ACH Total							\$372.00
ACH #DD1329							
08/22/23	Vendor	FPL SUMMARY BILLING	081123 ACH	7/12-8/11/23	Electricity - General	001-543006-53904	\$184.18
08/22/23	Vendor	FPL SUMMARY BILLING	081123 ACH	7/12-8/11/23	Electricity - General	001-543006-57212	\$1,261.00
08/22/23	Vendor	FPL SUMMARY BILLING	081123 ACH	7/12-8/11/23	Electricity - General	001-543006-53903	\$485.46
ACH Total							\$1,930.64
ACH #DD1330							
08/10/23	Vendor	SAM'S CLUB DIRECT	072523-0424 ACH	BILL PRD FROM 06/26/23-07/25/23	WALLPAPER	001-546001-57212	\$225.00
08/10/23	Vendor	SAM'S CLUB DIRECT	072523-0424 ACH	BILL PRD FROM 06/26/23-07/25/23	OFFICE SUPPLIES	001-551002-57212	\$306.66
08/10/23	Vendor	SAM'S CLUB DIRECT	072523-0424 ACH	BILL PRD FROM 06/26/23-07/25/23	NORTON ANTI VIRUS SOFTWARE	001-551002-57212	\$53.43
ACH Total							\$585.09
Account Total							\$1,234,643.63

5Ci.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #61818

Customer Address

Inframark
Justin Faircloth
210 North University Drive Suite 702
Coral Springs, Florida 33071
justin.faircloth@inframark.com

Billing Address

Inframark AP Invoices
Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071

Physical Job Address

Heritage Lake Park Community
Development District
25635 Heritage Lake Boulevard
Punta Gorda, FL 33983

Job

Trimming Large Oaks Leaning
Over Wall To Be Repaired

Estimated Job Start Date

September 18, 2023

Proposed By

Preston Heisler III

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree Trimming				
Cutting back of 2 large oaks leaning on wall	Each	1	\$3,250.00	\$3,250.00
			Subtotal	\$3,250.00
			Job Total	\$3,250.00

Trimming of large Oak Trees leaning on wall so that wall can be repaired. Debris to be left on site.

Proposed By:

Agreed & Accepted By:

Preston Heisler III
Down to Earth
Landscape & Irrigation

09/13/2023
Date

Inframark Date

5Cii



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #63146

Customer Address

Inframark
Justin Faircloth
210 North University Drive Suite 702
Coral Springs, Florida 33071
justin.faircloth@inframark.com

Billing Address

Inframark AP Invoices
Inframark
210 N. University Drive, Suite 702
Coral Springs, FL 33071

Physical Job Address

Heritage Lake Park Community
Development District
25635 Heritage Lake Boulevard
Punta Gorda, FL 33983

Job

Palm Removal and Oak
Trimming By Gate

Estimated Job Start Date

October 2, 2023

Proposed By

Preston Heisler III

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree Trimming				
Palm Removal and Oak Trimming	Each	1	\$1,100.00	\$1,100.00
			Subtotal	\$1,100.00
			Job Total	\$1,100.00

Removal of dead Washingtonian Palm on exit side of entrance.

Trimming of Oak limb above gate to help prevent arm gate from being damaged.

Price includes stump grinding of palm. Debris removal and disposal fees.

Proposed By:

Agreed & Accepted By:

Preston Heisler III
Down to Earth
Landscape & Irrigation

09/22/2023
Date

Inframark Date

Seventh Order of Business

7A

U.S. Mail Supply, Inc.

1553 E. Racine Ave.
Waukesha, WI 53186

QUOTE FORM

Date	Quote #
8/11/2023	17154

Name / Address/Phone / Fax
Heritage Lake Park CDD Board Niles Waring 25635 Heritage Lake Blvd. Punta Gorda, FL 33983

Ship To
Heritage Lake Park CDD Board Niles Waring(440)812-4971 25635 Heritage Lake Blvd. Punta Gorda, FL 33983

Terms	Rep	FOB	Quote Valid Until
Credit Card	AW	Dock	09/11/2023

Item	Qty	Description	Unit Price	Total Lot Pri...
1400-75PLA	1	1400 Series USPS Approved 4B+, Front Loading, recessed mount, Horizontal Mailboxes, Aluminum Finish, 5 Pin Cam locks, Snap on Trim Included, Containing 30 (1400) sized doors (5" high x 6 3/8" wide); 1 (1400) sized master door and 1 (1404) sized parcel locker (10 3/8" high x 12 7/8" wide). Configuration: 7H x 5W FINISH:Aluminum DOOR ID:TBD PLEASE SEE ATTACHED DRAWING FOR CONFIGURATION DETAILS AND DOOR ID INSTRUCTIONS	2,975.00	2,975.00T
1400-75SP	2	CUSTOM CONFIGURED 1400 Series USPS Approved 4B+, Front Loading, recessed mount, Horizontal Mailboxes, Aluminum Finish, 5 Pin Cam locks, Snap on Trim Included. Configuration: 7H x 5W CUSTOMIZED FINISH:Aluminum DOOR ID:TBD	3,000.00	6,000.00T

Thank you for the opportunity to earn your business.	Total Price
--	--------------------

Signature

U.S. Mail Supply, Inc.

1553 E. Racine Ave.
Waukesha, WI 53186

QUOTE FORM

Date	Quote #
8/11/2023	17154

Name / Address/Phone / Fax
Heritage Lake Park CDD Board Niles Waring 25635 Heritage Lake Blvd. Punta Gorda, FL 33983

Ship To
Heritage Lake Park CDD Board Niles Waring(440)812-4971 25635 Heritage Lake Blvd. Punta Gorda, FL 33983

Terms	Rep	FOB	Quote Valid Until
Credit Card	AW	Dock	09/11/2023

Item	Qty	Description	Unit Price	Total Lot Pri...
1400-74SP	1	CUSTOM CONFIGURED 1400 Series USPS Approved 4B+, Front Loading, recessed mount, Horizontal Mailboxes, Aluminum Finish, 5 Pin Cam locks, Snap on Trim Included. Configuration: 7H x 4W CUSTOMIZED FINISH:Aluminum DOOR ID:TBD	2,415.00	2,415.00T
Shipping		FREE SHIPPING VIA TRUCK ON A PALLET--INCLUDES LIFT GATE SERVICE (NOT INSIDE DELIVERY), AND 24 HOUR PRE-DELIVERY NOTIFICATION. *Someone MUST be present to sign and inspect delivery.	0.00	0.00T

Thank you for the opportunity to earn your business.	Total Price
--	--------------------

Signature

U.S. Mail Supply, Inc.

1553 E. Racine Ave.
Waukesha, WI 53186

QUOTE FORM

Date	Quote #
8/11/2023	17154

Name / Address/Phone / Fax
Heritage Lake Park CDD Board Niles Waring 25635 Heritage Lake Blvd. Punta Gorda, FL 33983

Ship To
Heritage Lake Park CDD Board Niles Waring(440)812-4971 25635 Heritage Lake Blvd. Punta Gorda, FL 33983

Terms	Rep	FOB	Quote Valid Until
Credit Card	AW	Dock	09/11/2023

Item	Qty	Description	Unit Price	Total Lot Pri...
		Sales Tax rates are subject to change at the time of the order to reflect current local rates.		
		With the volatile market of raw materials, US Mail Supply cannot guarantee pricing past the date listed on this proposal.		
		Stock unit lead time 1 1/2 weeks.		
		Custom unit lead time 3 weeks.		
		All sales are final.		
		Sales Tax	7.00%	797.30

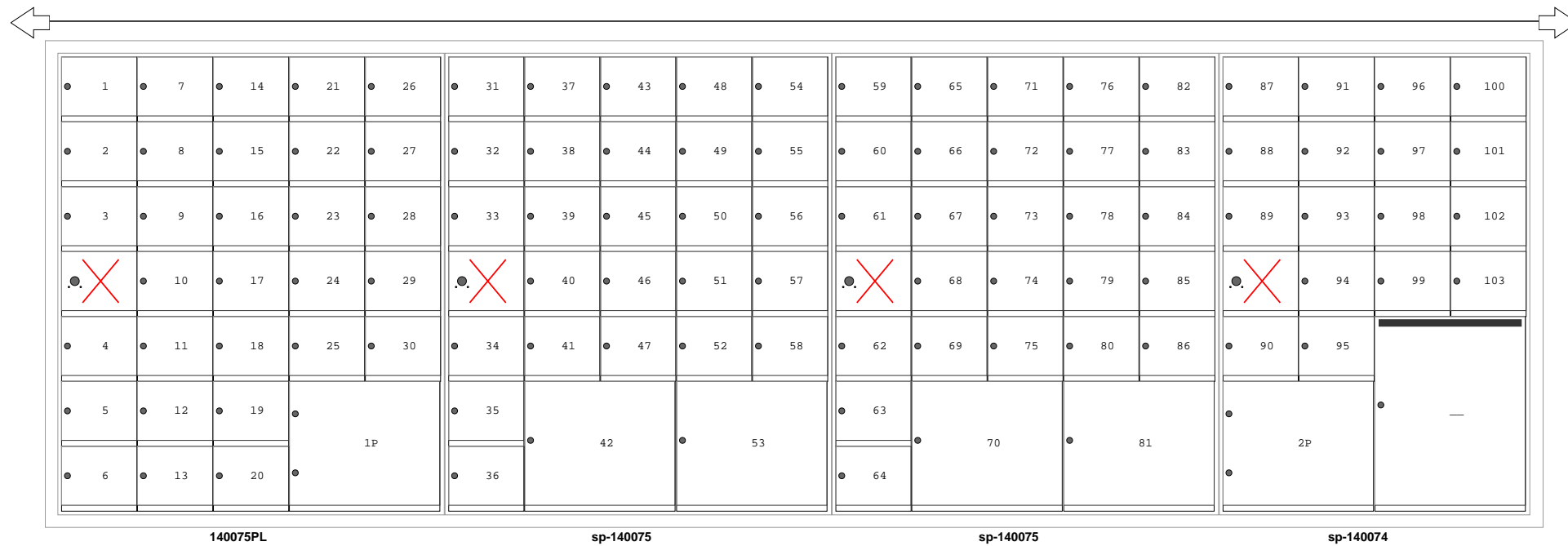
Thank you for the opportunity to earn your business.	Total Price	\$12,187.30
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Phone: 800-571-0147
Fax: 800-589-1068
Web Site: www.usmailsupply.com

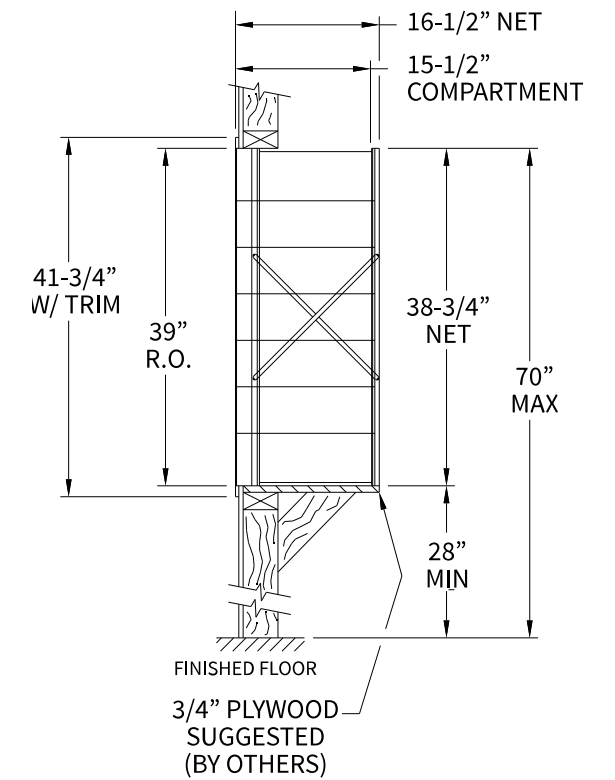
Signature _____

wall 1 Dimensions

Overall Width w/ Trim: 130-5/8"
(Rough Opening: 128-3/8")



Side View



Configuration Details:

1. **Product Type:** 1400 Horizontal
2. **Installation:** Front-load, Recessed Mount
3. **Finish:** Anodized Aluminum
4. **Locks:** Standard Cam Lock, 2 keys
5. **Door Id:** tbd

Matching snap-on trim available upon request.

Models Used:

- (1) 140075PL
- (2) 140075
- (1) 140074

DO NOT SCALE OFF DRAWING

Door Sizes Used:

- (99) 1400 1x1 Compartment
- (4) 1x1 Master
- (2) 1404 2x2 Parcel
- (4) 1404 2x2 Compartment
- (1) 1406 2x3 Collection

ELEVATION: wall 1 MAILBOXES: 103 PARCELS: 2			
PROJECT NAME: Heritage Lake Park		DRAWN BY: Ashley Westphal	
DATE: 08-10-2023		P.O. NO:	
SCALE: NONE		QUOTE NO:	
DRAWING NO. WEB-275664		SHEET 1 OF 1	

FLORENCE
CORPORATION
5935 Corporate Drive • Manhattan, KS 66503
www.florencemailboxes.com • 800.275.1747
A GIBRALTAR INDUSTRIES COMPANY

7B.

7Bi.

From: [Slaughter, Mona](#)
To: [Slaughter, Mona](#)
Subject: FW: H LPCDD-10-2-23 Agenda Item - FW: Clubhouse carpet - Back room
Date: Tuesday, September 19, 2023 10:13:01 AM

From: Jim DeFilippo <jimdefilippo1@gmail.com>
Sent: Tuesday, September 5, 2023 5:03 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: Fwd: Clubhouse carpet - Back room

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

Please include this in the agenda for the next meeting. There was a defect in the carpet in the library.

Thanks

Jim

Sent from my iPhone

Begin forwarded message:

From: Thomas Kumke <tkumke@hesslerfloors.com>
Date: September 5, 2023 at 12:34:36 PM EDT
To: Jim DeFilippo <jimdefilippo1@gmail.com>
Subject: Clubhouse carpet - Back room

Hi Jim,

Mohawk has finally gotten back to us and is offering \$550 as a settlement, and you keep the carpet in that room, as is. No furniture to move. No tear out and re-installation. The carpet would still be covered under our installation warranty.

Please let me know what the boards says – If they elect to replace, I want to get the ball rolling ASAP.

Tom

7Bii



-- Change Order 05--

<p>To: Jacob Whitlock Company: Inframark Phone Number: 239-381-7999 E-Mail: Jacob.whitlock@inframark.com</p>	<p>From: Matt Moulton Date: 9/20/2023 Project Name: Heritage Lake Park Project Location: 25635 Heritage Lake Blvd.</p>
---	---

The following change order will be added to the final invoice at completion.

Description

- Overage in Drywall - \$2,412.42

**TOTAL ADD FOR CHANGES:
 \$2,412.42**

All material is guaranteed to be as specified. All work will be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No back charges will be accepted unless agreed upon in writing by Fine Line Custom Homes, LLC prior to the execution of the work performed. All agreements are contingent upon strikes, accidents or delays beyond our control.

Job Specific Notes



-- Change Order 06--

<p>To: Jacob Whitlock Company: Inframark Phone Number: 239-381-7999 E-Mail: Jacob.whitlock@inframark.com</p>	<p>From: Matt Moulton Date: 9/20/2023 Project Name: Heritage Lake Park Project Location: 25635 Heritage Lake Blvd.</p>
---	---

The following change order will be added to the final invoice at completion.

Description

- Electrical add on Interior/Exterior - \$11,949.28

**TOTAL ADD FOR CHANGES:
 \$11,949.28**

All material is guaranteed to be as specified. All work will be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No back charges will be accepted unless agreed upon in writing by Fine Line Custom Homes, LLC prior to the execution of the work performed. All agreements are contingent upon strikes, accidents or delays beyond our control.

Job Specific Notes



-- Change Order 07--

<p>To: Jacob Whitlock Company: Inframark Phone Number: 239-381-7999 E-Mail: Jacob.whitlock@inframark.com</p>	<p>From: Matt Moulton Date: 9/20/2023 Project Name: Heritage Lake Park Project Location: 25635 Heritage Lake Blvd.</p>
---	---

The following change order will be added to the final invoice at completion.

Description

- HVAC grills replaced - \$1,000.00

**TOTAL ADD FOR CHANGES:
 \$1,000.00**

All material is guaranteed to be as specified. All work will be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No back charges will be accepted unless agreed upon in writing by Fine Line Custom Homes, LLC prior to the execution of the work performed. All agreements are contingent upon strikes, accidents or delays beyond our control.

Job Specific Notes



-- Change Order 08--

<p>To: Jacob Whitlock Company: Inframark Phone Number: 239-381-7999 E-Mail: Jacob.whitlock@inframark.com</p>	<p>From: Matt Moulton Date: 9/20/2023 Project Name: Heritage Lake Park Project Location: 25635 Heritage Lake Blvd.</p>
---	---

The following change order will be added to the final invoice at completion.

Description

- Gutters - \$5,377.50

**TOTAL ADD FOR CHANGES:
 \$5,377.50**

All material is guaranteed to be as specified. All work will be completed in a substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No back charges will be accepted unless agreed upon in writing by Fine Line Custom Homes, LLC prior to the execution of the work performed. All agreements are contingent upon strikes, accidents or delays beyond our control.

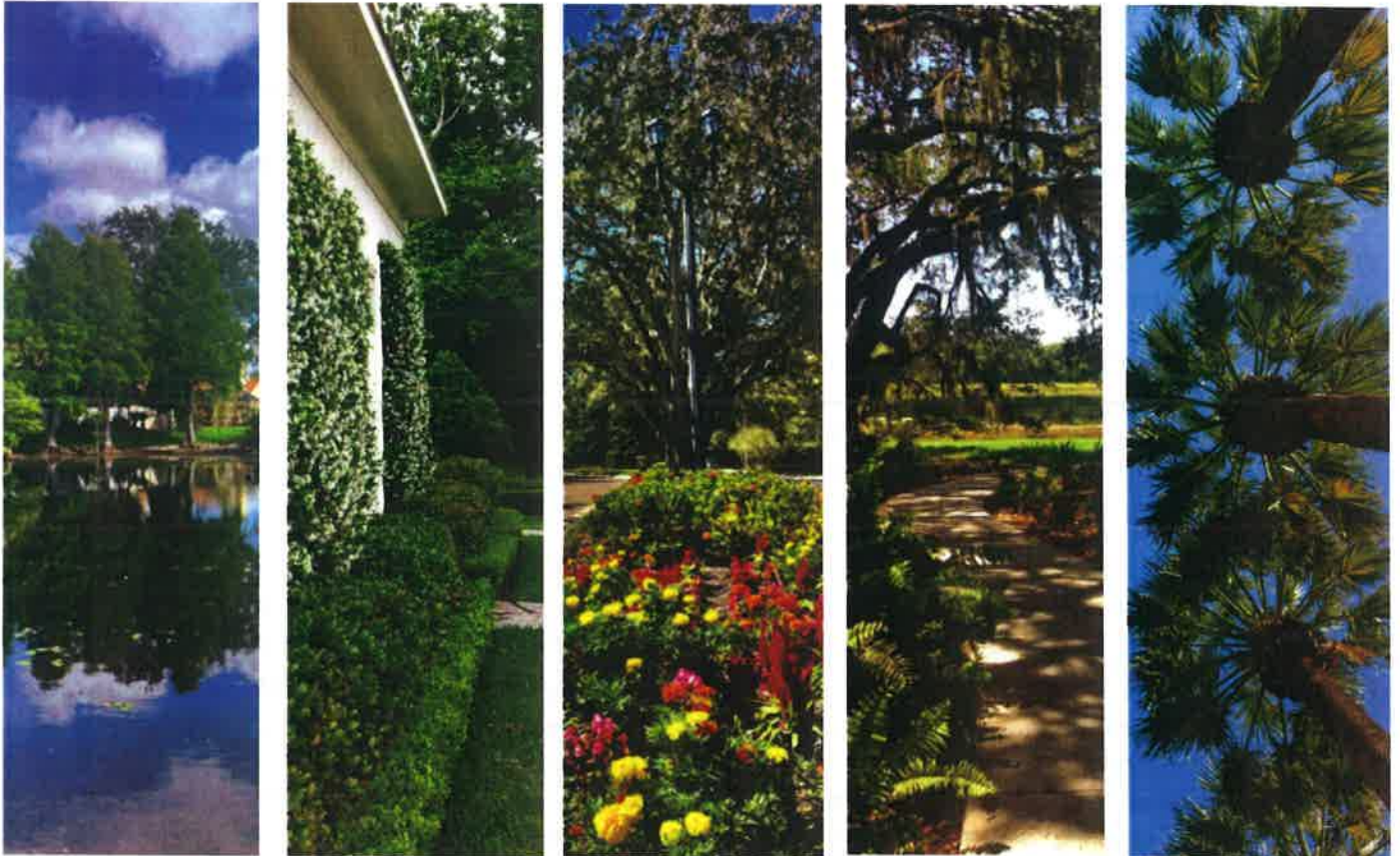
Job Specific Notes

Eighth Order of Business

8A

8Ai

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT
25614 HERITAGE LAKE BLVD.
PUNTA GORDA FL 33983**



Built on Integrity. Grown on Relationships.

Tampa

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



Wesley Chapel

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



Sarasota

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



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OPTIMAL STANDARDS



BUILT ON INTEGRITY

We strive to always act with honesty and transparency and to make decisions that are in the best interests of our clients.



EXECUTION EXCELLENCE

We hold ourselves to a high standard of excellence in all aspects of our work. This includes not only planning and strategizing but also execution.



PASSION

Our team is fueled by passion and a shared drive to succeed. It's this dedication and collaboration that sets us apart and drives our success.



HIGH-PERFORMANCE CULTURE

By fostering a culture that values excellence, hard work, and collaboration, employees are motivated to perform at their best, thus driving the organization's success.



LEADERSHIP

We prioritize leadership around developing and executing core business processes centered on our branch team's and customers' needs.



LOCAL ROOTS

We take pride in creating lasting relationships. After all, as a locally owned and operated company, we're more than just your landscapers; we're members of your community, your neighbors, and your friends. We feel a strong sense of community; nothing makes us happier than seeing you love the land around you.

<p>DOVER Serving Hillsborough, Pasco, Pinellas & Polk</p>	<p>SARASOTA Serving Charlotte, DeSoto, Hardee, Manatee, & Sarasota</p>	<p>WESLEY CHAPEL Serving Citrus, Hernando, Hillsborough, Pasco & Pinellas</p>
--	---	--

OPTIMAL RESULTS

What you do see makes all the difference.

MQI REPORT CATEGORIES

- [1] Details
- [2] Mowing Functions
- [3] Shrub Pruning
- [4] Shrub-Insect Disease
- [5] Bed Weeds
- [6] Turf & Plant Fertility
- [7] Palm Pruning
- [8] Tree Pruning
- [9] Mulching
- [10] Cleanliness
- [11] Turf-Insect Disease
- [12] Turf Weeds
- [13] Water Management
- [14] Carryovers
- [15] Annuals

QUALITY CUSTOMER CARE

We do regular property walks independently and with our clients to ensure we meet your expectations. Each property receives multiple “touches” from a variety of LMP staff members. As part of this commitment, we conduct Monthly Quality Inspections (MQI) on all properties and share the results with you.

We evaluate our properties using objective criteria based on horticultural standards. Because of these audits, we can track your property history, develop timelines for improvements or enhancements, and provide a higher standard of care than you might receive elsewhere.

We want to meet with you regularly to share the results of our self-audits, bring issues to your attention before they become problems, and ensure we honor your vision with our work.

MONTHLY IRRIGATION REPORT



An irrigation inspection includes the following:

- Running the system to observe water distribution.
- Ensuring zones are running properly.
- Checking all components of the irrigation system.
- Adjusting heads as needed.
- Examining run times and making necessary adjustments.



FERTILIZATION & PESTICIDE REPORT

Our Technicians will treat and minimize the impact of insects, fungi and diseases. Applications will be applied using our LMP Spray Vehicles for Certified Personnel. We will apply both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions.

FLEET & EQUIPMENT MAINTENANCE & INSPECTIONS

Maintaining our fleet is crucial to our success. We take pride in our image and want to ensure our equipment is always in top condition. Our rigorous maintenance schedule ensures that every asset is operating at peak performance. We have on-site mechanics and full-service shops at each branch location to ensure we can work on everything in-house.

Not only does this attention to detail help us perform better in the field, but it also sets the expectation of our customers. When they see our clean trucks, well-dressed crew, and organized equipment, they know they can expect high-quality service.

Committing resources to our image increases efficiency, morale, and company pride. And most importantly, it adds value to our customers. By maintaining our fleet of high-performing tools, equipment, and vehicles, we can bring this value to our coworkers and customers.



60

Landscape Management

Carry on with the Scheduled Maintenance Plan
Evaluate insect and disease programs and make necessary adjustments.

Irrigation Management

Carry on with Irrigation Inspections and Improvements.
Review Irrigation Audit Report with FHR
Present Proposals of necessary repairs by priority

Arbor Care

LMP Certified Arborist evaluates all trees on the property.
Offer a tree inventory and maintenance plan.
Provide proposals for any diseased, distressed, or dangerous trees.

Quality Inspection performed by LMP Management.

LMP + FHR Satisfaction Review

Review Monthly Quality Inspection Report
Review Fertilization and Pest Control Report
Review Soil & Compaction Analysis
Review Monthly Irrigation Report
Review deficiencies from the number of zones, faulty controllers, compromised lines, and potential improvements to hydro zoning practices.
Present Irrigation Recommendations for review and implementation approval.

Submit Weekly Work Journal

Provide a summary of work performed with notification of any problem areas.

Attend Board meetings

90

Carry on with Landscape and Irrigation Management Schedule

Quality Inspection performed by LMP Management

LMP 90-Day Satisfaction Review

Review details discussed during the initial meeting.
Ensure the maintenance team is completing objectives, showing attention to detail, and that any major/minor issues with the landscape have been addressed.
Review All Reporting

Submit Weekly Work Journal

Provide a summary of work performed with notification of any problem areas.

Attend Board meetings

6 Month Touchpoint Satisfaction Survey



LONG-TERM PLANNING

Landscape design often incorporates twice the amount of plant material that will be sustainable when mature. In addition, proper soil development is ignored, and drainage problems are poorly understood once the site is completed. LMP can provide a long-term (3-5 years) management plan to guide you through these and other common landscape problems without starting over.



IMPROVING THE BUDGET

We are dedicated to helping you achieve your goals by consistently delivering proactive solutions that enhance operational savings, improve year-round aesthetics, and increase value. By effectively managing fixed and variable costs, we provide transparent budgets that eliminate surprises, allowing you to plan ahead and allocate your budget dollars wisely.

NATURAL DISASTER EMERGENCY RESPONSE PLAN

Minor, Major, or Catastrophic



Fire



Tropical Storm



Hurricane



Storm Surge



Safety Hazards



Tree Down

Having assisted with innumerable post-storm clean-up efforts and witnessed first-hand the force of hurricanes up-and-down the West Coast, LMP is well-positioned to quickly mobilize equipment and deploy crews to aid emergency responders, open roadways, and keep essential services running.

Our disaster response crews quickly and efficiently take care of your urgent cleanup and removal needs when there is no time to wait. Our equipment inventory includes bucket trucks, grapple trucks, chipper trucks, dump trailers, bobcats, chainsaws, and everything you need for storm cleanup and debris removal.

PRE-DISASTER

Depending on the disaster's location and magnitude, we will establish a support plan with all three branches.

Communication during a disaster is critical, but sometimes our communication can get disrupted during severe weather. We ask that you let us know the best way to contact you after a storm so we can report onsite in a timely manner when it's safe to do so.

The Irrigation team will shut down Pump Stations.

As needed, we'll secure any newly installed materials, such as palms or trees.

POST-DISASTER

1

ACCESSIBILITY

Remove debris and obstructions from roadways allowing for safe vehicle access.

Notify Property Manager of any hazardous areas.

Removing tree hazards causing or leading to unsafe conditions, such as limbs and trunks on top of buildings, power lines, blocking roads, or leaning in precarious situations.

2

IMMINENT DANGER

Analyze common area trees that are failing or leaning tree risks and act accordingly.

Remove debris from sidewalks and walkways.

Trim broken and hanging branches.

3

DEBRIS CLEARANCE

Debris clean-up and disposal from grounds and common areas

COSMETIC DAMAGE

Assess damage to plant materials and salvage when possible.

Resume irrigation schedule or adjust if grounds have flooded.

FINAL INSPECTION

Property inspection after all clean-up is complete.

SECTION 2 | LANDSCAPE MANAGEMENT SERVICES

Our teams are trained in comprehensive landscape maintenance protocols, from policing a property to removing all debris and hazards.

LANDSCAPE MAINTENANCE

TURF MAINTENANCE

Weekly commercial lawn care services consist of mowing all grass areas, edging line trimming, blowing debris off hard surfaces, and spraying selective weed control.

LAWN MOWING

Lawn Mowing Services are performed by trained and experienced employees.

We cut the right amount at the right time, taking great care in providing our clients with a lawn that is well-manicured and evenly cut.

Mowing is performed with specified mower types and blades sharpened daily to provide a quality cut.

We rotate our mowing patterns to minimize scalping and rutting by mower wheels and to minimize soil compaction.

EDGING & TRIMMING

Turfgrass edges along hardscaping are edged vertically, ensuring your property is perfectly manicured.

We carefully trim around plant material, boulders, and other landscape elements.

All hard surfaces (driveways, sidewalks, and curb lines) will be blown clean of grass clippings.

BED MAINTENANCE

Our pruning programs are designed to maintain your plant's natural form and a neat, healthy appearance.

We remove weeds every time we are on-site.

We address insect pest and disease symptoms early before they become a problem.

FERTILIZATION, WEED & PEST CONTROL

Our Lawn and Ornamental Care starts from the ground up.

SOIL TESTING PROGRAM

Good soil grows good plants and grass, which is why we begin every new landscape contract with a soil analysis. This will tell us the ph of the soil, the amount of different nutrients needed, and whether or not those nutrients are at the proper ratios.

INTEGRATED PEST MANAGEMENT

To successfully manage pests, it is crucial to have a practical solution that is executed properly. The most favorable outcomes are achieved when the client and LMP clearly understand the program's objectives and work together to implement them. This partnership enables us to handle pest issues proactively by controlling infestations and quickly addressing conditions that may lead to further infestations.

LMP takes pride in its ability to customize IPM programs to each customer's specific needs. This involves providing clear and easy-to-understand findings and recommendations, training employees, and continually evaluating the program to make any necessary adjustments.

FERTILIZATION PROGRAM

The lawn program is designed to provide timely fertilizer and weed control applications to give you the healthiest lawn possible while keeping weeds in check.

INSECT & PEST CONTROL PROGRAM

Designed for a healthy, pest-free lawn and trees and shrubs, using premium products, advanced techniques, and well trained personnel.

FIRE ANT MANAGEMENT

Fire ants don't feed on landscape plants but infest landscapes that, cause painful stings to people and pets. Fire ants can be life-threatening to people who have allergic reactions to stings. LMP offers safe and effective treatments that will suppress fire ants.



ARBOR CARE

LMP offers a complete line of arboriculture services to our commercial customers. Our team is trained and certified, and all operations are conducted with exceptional attention to all surroundings. We utilize the industry's best safety practices and are licensed and insured.

TREE HEALTH

- Tree Assessment
- Structural Restoration
- Tree Trimming & Pruning
- Fertilization
- Injections
- Aeration
- Disease & Diagnosis
- Cabling & Bracing
- Preservation

EMERGENCY SERVICE

- Hazardous Tree Removal
- 24-7 Emergency Tree Service
- Storm Damage Services



TREE MAINTENANCE

- Plant & Tree Installations
- Palm Tree Services
- Stump Grinding
- De-Mossing
- Debris Removal
- Chipping
- Forestry Mulching
- Root Pruning & Air Spading
- Tree & Palm Removal



Tyree Brown

ISA® Certified Arborist - FL-6680A...since 2014

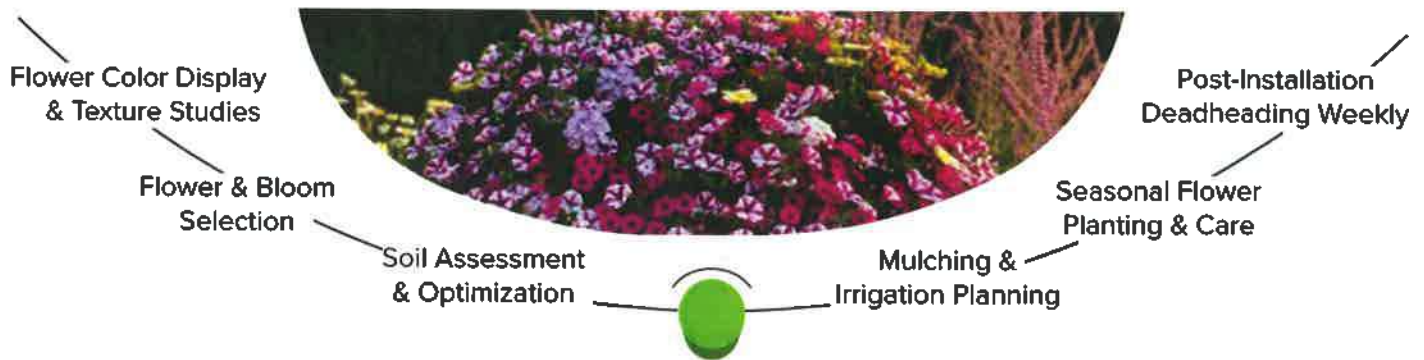
ISA® Tree Risk Assessment Qualified...since 2015

FNGLA Certified Horticulture Professional - H09128...since 2012



FLORICULTURE SERVICES

Our floriculture services include design, installation, maintenance, and insect and disease control. Whether planted in garden beds or arranged in flowerpots, seasonal color can provide that extra something to enhance your landscape. Our design experts will work with you to design the right color program for your common areas.



MAINTAINING TRAILS & NATURAL AREAS

Designated natural and preserved areas should be primarily for wildlife use and managed and maintained with that purpose in mind.

Buffers generally do not need to be "cleaned" up. Instead, buffers should be maintained naturally because they are essential for protecting interior habitats. Buffers are commonly pine-flatwood habitats that provide an upland component to the adjacent wetland ecosystem. Leaving the buffer in its natural state encourages the decomposition cycle, an essential biological process that creates microhabitats, food sources, nesting areas, and denning areas, returning nutrients to the soil.

Sustainable maintenance protects and enhances natural resources. While natural habitats often survive independently, expert intervention can help them flourish. Our team includes ISA Certified Arborists, Horticulturists, and other professionals who offer quality natural areas management services.

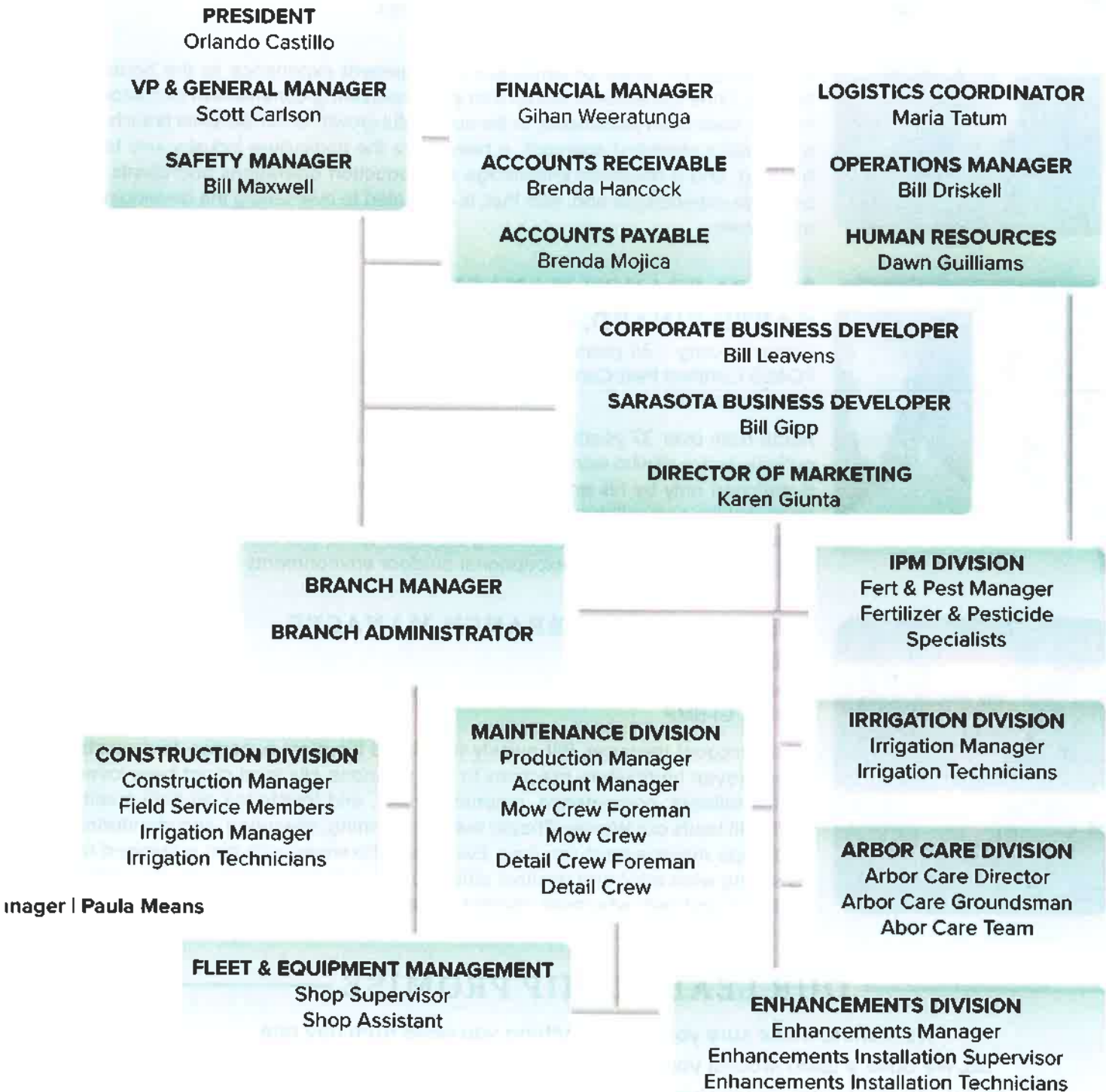
SECTION 3 | MEET YOUR PARTNERS

LMP ACCOUNT MANAGEMENT

ALIGNING PEOPLE

ALIGNING INFORMATION

ALIGNING ACTIONS





DEDICATION AT WORK FOR YOU



Clear Value. Consistent Results. Quality Customer Care.

HIGH-PERFORMANCE CREW MEMBERS

At LMP, Team building is an ongoing process. We regularly evaluate individual and team performance and encourage each other to set and achieve personal and professional goals building upon a cohesive and supportive team environment. The result is a strong work ethic among all teams that focuses on results and shared recognition of team successes.



“We have created an environment where team members can achieve more than they believed possible. Dedication, team spirit, and accomplishments are seen every day at LMP, and so are the opportunities that accompany those traits.”
– Scott Carlson, VP & GM





A WATER-WISE IRRIGATION

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

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



Dover Irrigation Manager: Sergio Uresti
Pasco Irrigation Manager: Kevin Pajala
Sarasota Irrigation Manager: Jonathan Lopez
Certified Irrigation Contractor: Sam Martel



Irrigation Design



Irrigation Installation



Hunter Core Product Specialist



Hunter Advanced Product Specialist



I-Core DUAL Decoder Specialist



ACC & Two-Wire Specialist



X2™ Specialist



Centralus Irrigation Management



EZ Decoder System Specialist

Hydrawise Specialist



LANDSCAPE MAINTENANCE EQUIPMENT

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



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

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



2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

OCC CODE 330 000010 NURSERY/PLANT

ACCOUNT NO. 241489 RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

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

2022 - 2023

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

NAME MAILING ADDRESS

Paid 21-0-506885
08/13/2022 70.00

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
913-636-8300
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

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

ACCOUNT NO. 25734 RENEWAL

Receipt Fee 150.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

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

2022 - 2023

LANDSCAPE MAINTENANCE PROFESSIONALS INC
PO BOX 267
SEFFNER, FL 33583

NAME MAILING ADDRESS

Paid 21-0-601608
08/15/2022 190.00

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
913-636-8300
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

OCC CODE 330 001009 RETAIL STORE WITHOUT HAZARDOUS WASTE SURCHARGE

ACCOUNT NO. 216156 RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 0.00

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

2022 - 2023

LANDSCAPE MAINTENANCE PROFESSIONALS INC
PO BOX 267
SEFFNER, FL 33583

NAME MAILING ADDRESS

Paid 21-0-601608
08/15/2022 30.00

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
913-636-8300
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

PASCO COUNTY BUSINESS TAX RECEIPT 2023
Expires September 30th

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

ACCOUNT # 99302
SIC CODE 0781 01

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS LANDSCAPING SERVICE
STATE LICENSE # for COUNTY COMP CARD #

OWNER/QUALIFYING AGENT CASTILLO ORLANDO JR, CARLSON SC
LOCATION ADDRESS 26324 WESLEY CHAPEL BLVD LUTZ, FL 33599-7208

LANDSCAPE MAINTENANCE PROFESSIONALS INC
PO BOX 267
SEFFNER, FL 33583-0267

MOBILE BUSINESS

DATE	RECEIPT	AMOUNT
09/22/2022	22-0-137194	113.75



CITY OF CLEARWATER
 Planning & Development Department
 Post Office Box 9704 Clearwater, Florida 34616-4704
 Municipal Services Division, 1601 Suncoast Shoppes Avenue, Clearwater, Florida 34616
 Telephone (727) 962-1094

REG-0023075

2022-2023 BUSINESS REGISTRATION

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

Owner Name/Address
 LANDSCAPE MAINTENANCE
 PROFESSIONALS INC
 P O BOX 267
 SEFFNER, FL 33683

Business Name
 LANDSCAPE MAINTENANCE
 PROFESSIONALS INC
 REGISTRATION

Category: 035329 Contractor: Landscaping/tree surgery
 035330 Contractor: Lawn, yard and garden care
 Quantity: REGISTRATION / HILLSBOROUGH CO / DACS 002705-4
CONTRACTOR IS RESPONSIBLE FOR RENEWING ALL LICENSES

LICENSE#	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023	October 12, 2022	
Registration Fee	20715	\$69560	28.00	28.00
TOTAL RECEIVED			36.00	

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

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

REG-0023075

Lina M. Clayton
 Director

**State of Florida
 Department of State**

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

The document number of this corporation is P99000109381.

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

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of June, 2022.



Ronald DeBevoise
 Secretary of State

Tracking Number: 3002303492CU

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

<http://services.morris.org/Filing/CertificateOfStatus/CertificateAuthentication>

**STATE OF FLORIDA
 DEPARTMENT OF HEALTH
 Operating Permit**
29-57-001419 **29-010-0100308**

Limited Use Water - LU Commercial

Issued To: Landscape Maintenance Professionals (Castillo, Orlando)
 13070 US 92 Highway
 Dover, FL 33527

County: Hillsborough
 Amount Paid: \$140.00
 Date Paid: 09/08/2022
 Issue Date: 10/01/2022
 Permit Expires On: 09/30/2023

Mail To: Orlando Castillo (Landscape Maintenance Professionals, Inc)
 PO Box 267
 Seffner, FL 33583

Issued By:
 Department of Health in Hillsborough County
 P O Box 5135
 Tampa, FL 33675
 (813) 307-6068

Owner: Landscape Maintenance Professionals, Inc (Castillo, Orlando)

**STATE OF FLORIDA
 DEPARTMENT OF HEALTH
 Operating Permit**
29-QH-041392 **29-010-0100141**

OBTDS - Operating - Industrial or Manufacturing

Issued To: Landscape Maintenance Professionals, Inc.
 13050 E US 92 Highway
 Dover, FL 33527

County: Hillsborough
 Amount Paid: \$150.00
 Date Paid: 09/08/2022
 Issue Date: 10/01/2022
 Permit Expires On: 09/30/2023

Mail To: Landscape Maintenance Professionals, Inc.
 13050 E US 92 Highway
 Dover, FL 33527

Issued By:
 Department of Health in Hillsborough County
 P O Box 5135
 Tampa, FL 33675
 (813) 307-6099

Owner: Landscape Maintenance Professionals Inc. (,)



Heritage Isles Golf & Country Club Community Development District

Management | Inframark
Telephone | (813) 907-7388
Contract Start Date | October 1, 2009

Contact | Rich Unger, Director of CDD Operations
Email | HManager@hicdd.org
Contract Value | \$250,000.00



Cory Lakes Community Development District

Management | Wrathall, Hunt & Associates
Telephone | (813) 924-4673
Contract Start Date | December 1, 2010

Contact | John Hall
Email | clcddfm@corylakescdd.net
Contract Value | \$343,900.00



The Starkey Ranch Community Development District

Management | Wrathall, Hunt & Associates
Telephone | (813) 399-0865
Contract Start Date | January 1, 2023

Contact | Barry Mazzone
Email | mazzonib@whhassociates.com
Contract Value | \$1,850,000.00





Hunter's Green Community Association

Self-Managed
Telephone | (813) 991-4818
Contract Start Date | March 1, 2022

Contact | Wally Switzer
Email | wswitzer@huntersgreen.com



Harrison Ranch Community Development District

Management | Rizzetta & Company, Inc.
Telephone | (813) 658-6048
Contract Start Date | November 18, 2019

Contact | Taylor Nielsen
Email | tnielsen@rizzetta.com
Contract Value | \$411,697.00



Venetian Community Development District

Management | Rizzetta & Company, Inc.
Telephone | (941) 485-8500
Contract Start Date | September 26, 2019

Contact | Keith Livermore, District Field Manager
Email | fieldmanager@vcdd.org
Contract Value | \$332,845.00





Urban Centre

Management | Franklin Street Real Estate
Telephone | (813) 839-7300
Contract Start Date | July 1, 2009

Contact | Amy Hewitt
Email | amy.hewitt@franklinst.com



Tampa Bay Park Corporate Center

Management | Highwood Properties
Telephone | (813) 876-7000
Contract Start Date | April 1, 2001

Contact | Mike Dean
Email | michael.dean@highwoods.com



Corporate Center at International Park

Management | Cousins Properties
Telephone | (813) 421-8702
Contract Start Date | March 15, 2013

Contact | Don Stupp
Email | dstupp@cousins.com





Cypress Creek Town Center

Management Company | Sierra Properties
Telephone | (813) 484-2288
Contract Start Date | February 1, 2015

Contact | Brent Whitley
Email | brentwhitley@sierra-properties.com



The Amalfi Clearwater

Management | Richman Properties Services
Telephone | (727) 224-6050
Contract Start Date | February 1, 2012

Contact | Brian Murphree
Email | murphreeb@richmanmgt.com



**Thank you for allowing us to
showcase our landscape solutions
for your property.**

**We appreciate your time and consideration.
Please don't hesitate to reach out if you have any questions.**

**Bill Gipp, Director of Business Development
Bill.Gipp@LMPPRO.com | (941) 556-9404**



August 25, 2023

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

Dear, Board of Directors:

We truly appreciate the opportunity you have given us to submit a proposal for the irrigation services management for Heritage Lake Park CDD located in Punta Gorda, FL 33983.

We, at LMP, pride ourselves in building long lasting relationships with our clients, as well as developing cost effective landscape and irrigation management programs that enhance the curb appeal of the property within a reasonable budget. Through the years, our management teams have improved production techniques, and processes, which allow us to deliver a combination of outstanding service, quality, and value.

Our Team spent over 25 hours evaluating, measuring, and thoroughly walking your property to fully understand the scope and boundaries binding us without modifications, unless mutually agreed to upon further negotiations between the CDD and the Proposer. The process we utilize to prepare our estimates is proven, and has allowed us, through the years, to minimize the learning curve of taking on a new project.

LMP focuses on production plans, which deliver weekly results providing you with consistent beautiful landscape view all year long. Our ability to stay on task will give you the opportunity to focus on other areas of need. **We are large enough to compete with the large companies of today, while small enough to bring customized and personable service to the community.**

We look forward to have the opportunity to partner with you and bring a new level of quality and service to your landscape needs.

Sincerely,

Bill Gipp
Business Development Manager

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Chris Berry</u>	<u>25</u>	<u>Branch manager</u>	<u>Operations Branch Oversight</u>
2. <u>Ryan Eberly</u>	<u>5</u>	<u>Account Manager</u>	<u>Property care Oversight</u>
3. <u>Jonathan Lopez</u>	<u>5</u>	<u>Irrigation Manager</u>	<u>Irrigation Oversight</u>
4. <u>Scott Richardson</u>	<u>25</u>	<u>CPCO</u>	<u>Pest/Fert Oversight</u>
5. <u>Eric Gorman</u>	<u>10</u>	<u>Production Manager</u>	<u>Field Operation Oversight</u>

Proposed Staffing Levels

Irrigation Maintenance staff will include; 2 laborers, 1 Supervisors, and 1 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project.

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Jonathan Lopez</u>	<u>5</u>	<u>two wire specialist</u>	<u>Irrigation oversight</u>
2. <u>Scott Richardson</u>	<u>25</u>	<u>CPCO</u>	<u>Oversite Pest/Fert</u>
3. <u>Bill Maxwell</u>	<u>30</u>	<u>OSHA</u>	<u>Safety Director</u>
4. <u>Tyree Brown</u>		<u>ISA Certified Arborist</u>	<u>Arbor Care</u>

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

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

1. Project Name/Location: Willowbend HOA/Osprey FL
 Contact: Cherie Colvin Phone 941-361-1222
 Project Type/Description: Landscape and Irrigation system maintenance
 Dollar Amount of Contract: \$420,960.00
 Your Company's Detailed Scope of Services for Project: Mowing and detail functions
Fertilize all turf, palms, shrubs
Irrigation system maintenance and repair

 Duration of Contract: START DATE: 10/2018 END DATE: Current

2. Project Name/Location: Fairway Commons HOA
 Contact: Cherie Colvin Phone: 942-361-1222
 Project Type/Description: Landscape and Irrigation system maintenance & repair
 Dollar Amount of Contract: \$426,540.00
 Your Company's Detailed Scope of Services for Project: _____
Mowing and detail functions
Fert/pest control all turf, shrubs, palms
Irrigation system maintenance and repair

 Duration of Contract: START DATE: 1/2021 END DATE: Current

3. Project Name/Location: Bobcat trail CDD
 Contact: Jeff Brall Contact Phone: 203-733-6314
 Project Type/Description: Landscape and Irrigation system maintenance & repair
 Dollar Amount of Contract: 142,047.00

Experience cont.

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

Mowing and detail functions

Pest/Fert on all turf, palms, shrubs

Irrigation system maintenance and repair

Duration of Contract: START DATE: 10/2019 END DATE: Current

4. Project Name/Location: Waters Edge/Rivers Reach/Parrish FL

Contact: Mic Sheppard Phone: 813-408-0511

Project Type: Landscape Maintenance and Irrigation system maintenance & Repair

Dollar Amount of Contract: \$120,884.00

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

Mowing and Detail functions

Pest/Fert on all turf, palms, shrubs

Irrigation system maintenance and repair

Duration of Contract: START DATE: 9/2018 END DATE: Current

5. Project Name/Location: Harrison Ranch CDD/Parrish FL

Contact: Mathew Huber Phone: 941-776-9725

Project Type/Description: Landscape and Irrigation system Maintenance and Repair

Dollar Amount of Contract: \$364,800.00

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

Mowing and Detail functions

Pest/Fert on all turf, palms, shrubs

Irrigation system maintenance and repair

Duration of Contract: START DATE: 11/2018 END DATE: Current

Experience cont.

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

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

If yes, please fill in information below: Project Name/Location: Venetian Golf & River Club CDD Venice FL _____

Contact: Keith Livermoor 208-996-7274 _____ \$ amt.: _____

Your company's Scope of Services for Project: Landscape and Irrigation Maintenance _____

Duration of Contract: START DATE: 12/2018 _____ END DATE: Current _____

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

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

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

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

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

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

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

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

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

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

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

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated __Dec.1999 Charter No.p99000109381 _____

6.2 If no, provide the following:

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

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(2020)\$14,901,029.00_ (2021) _\$17,279,202.00 (2022) _\$19,338,166.00

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

General Liability \$ 1,000,000.00
Automobile Liability \$ 1,000,000.00
Umbrella Coverage \$ 2,000,000.00
Workers Compensation \$ 1,000,000.00
Expiration Date 08/01/2024

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

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

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

NONE

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

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: Willowbend, \$420,906 Cherie Colvin 2018 present
Fairway Commons, \$426,540.00Cherie Colvin 941-361-1222 2020-present
Bobcat Trail CDD \$142,047.00 Jeff Brall 203-733-6314 2019-present
Waters Edge, \$120,844.00 Mic Sheppard 813-408-0511 2018-present
Harrison Ranch \$361,477.00 Mathew Huber 941-776-9725

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why: Vizcaya of Bradenton, lost to low bidder, Paul Sellars 941-755-2082

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Chris Berry	Branch Manager	
Name	Position	
Branch Oversight	25	3 plus
Type of Work	Yrs. Exp.	Yrs. With Firm
Jonathan Lopez	Irrigation Manager	
Name	Position	
Irrigation Dept. Oversight	5	5
Type of Work	Yrs. Exp.	Yrs. With Firm
Ryan Eberly	Account Manager	
Name	Position	
Account Oversight	5	5
Type of Work	Yrs. Exp.	Yrs. With Firm
Scott Richardson	CPCO	
Name	Position	
Pest/Fert oversight	25	2 plus
Type of Work	Yrs. Exp.	Yrs. With Firm

Eric Gorman	Production Manager	
Name	Position	
Oversite	25	5
Type of Work	Yrs. Exp.	Yrs. With Firm

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

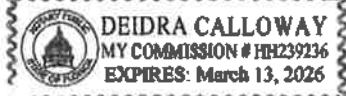
LANDSCAPE MAINTENANCE PROFESSIONALS, INC By: [Signature]
 Name of Proposer Chief Operating Officer
 [Type Name and Title of Person Signing]

This 28th day of AUGUST, 2023.

(Corporate Seal)



Sworn to before me this 28th day of AUGUST, 2023.



(Seal)

DCalloway 3/13/26
 Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name Landscape Maintenance Professionals Inc.

Date August 17, 2023

Provide the following information for Officers of the Proposer NAME FOR PROPOSER	Proposer's Position OR TITLE	Proposer's company, if any CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Orlando Castillo	President	Oversite of Financial Operations	Palmetto FL
Scott A. Carlson	Vice President	Oversite of Business Operations	Lutz, FL
Bill Maxwell	Company Officer	Safety and Risk Manager	Appollo Beach FL
FOR PARENT COMPANY (if applicable)			

SPECIFICATIONS / SCOPE OF WORK

- Monthly checks where irrigation system is observed and adjustments are made. Minor problems will be fixed immediately by the individuals performing the irrigation inspection. Any major problems encountered will be listed on a repair order. Set irrigation schedules and programs, adjusting seasonally to insure the proper growth of the grass and plants, and also in accordance with any necessary water restrictions.
- If improvements are required, a work order and estimate will be required for approval. Each invoice will be detailed with charges for parts and labor.
- PROVIDE THE FOLLOWING QUARTERLY SERVICES FOR THE DISTRICT'S SEVEN (7) PUMP STATIONS:
 - CHECK AND RECORD INCOMING VOLTAGE
 - CHECK AND RECORD AMPERAGE OF MOTORS
 - CHECK AND RECORD HOUR METER READINGS
 - CHECK AND RECORD FLOW METER READINGS
 - CHECK MOTOR STARTER CONDITIONS
 - VISUALLY INSPECT ALL WIRES FOR HEAT DAMAGE
 - CHECK ALL CONTROL DEVICES FOR PROPER OPERATION
 - DRAIN AND CLEAN CONTROL LINES
 - VISUALLY INSPECT ALL SWITCHES AND INDICATOR LIGHTS FOR PROPER OPERATION
 - CHECK PIPES AND FITTINGS FOR LEAKS
 - CHECK MOTORS FOR EXCESSIVE HEAT
 - GREASE MOTOR BEARINGS
 - CHECK FOR EXCESSIVE VIBRATION
 - CHECK MECHANICAL SEAL FOR LEAKS
 - CHECK CONTROL VALVES AND CLEAN WYE STRAINERS AND TUBING
 - CHECK GAUGES AND VALVES
 - MANUALLY FLUSH ANY FILTERS
 - CHECK HYDRO-PNEUMATIC TANKS FOR PROPER AIR

** Vendor will be responsible for and damage caused at no charge to the District

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

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

Irrigation (All labor and materials including seven pump stations)

\$ 12,000.00 /Yr

Freeze Protection (description of ability) _____

\$ _____ /application (do not include in Irrigation Total)

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

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

FIRST ANNUAL RENEWAL \$ 12,360.00 /Yr

SECOND ANNUAL RENEWAL \$ 12,730.00 /Yr

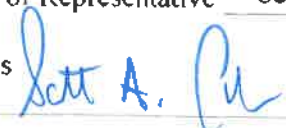
Contractor/Firm Name Landscape Maintenance Professionals, Inc.

Firm Address 1306 Rome Ave.

City/State/Zip Sarasota, FL 34243

Phone Number 941-556-9404 Fax Number _____

Name and Title of Representative Scott A. Carlson Vice President
(Please Print)

Representative's Signature 

Date 8-29-2023

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

- 1. N/A
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Dated this 28th day of AUGUST, 2023

AFFIDAVIT FOR CORPORATION

State of FLORIDA ss.

County of SARASOTA

SCOTT A. CARLSON
(title) Chief Operating Officer of
the LANDSCAPE MAINTENANCE PROFESSIONALS, INC

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

[Signature]
(Officer must also sign here)

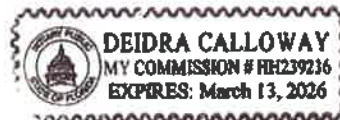
CORPORATE SEAL.

Sworn to before me this 28th day of August, 2023.

[Signature]
Notary Public/Expiration Date:



(SEAL)





HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



PREPARED FOR:

**JUSTIN
FAIRCLOTH**
DISTRICT MANAGER
INFRAMARK
INFRASTRUCTURE
MANAGEMENT SERVICES

210 N. University Drive, Suite 702
Coral Springs, Florida 33071
Phone: (954) 753-5841
Justin.Faircloth@inframark.com
www.inframark.com

Proposal issued:
SEPTEMBER 1, 2023

Proposal valid for 60 days

September 1, 2023

Heritage Lake Park Community Development District

2060 Willow Hammock Cir unit 101D | Punta Gorda, FL 33983

RE: HERITAGE LAKE PARK CDD Irrigation Maintenance Services Request for Proposal

Dear Justin,

We personally want to thank you for considering Down To Earth as your continued Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings “**Natural Joy**” to our customers. We understand the high standards our customers require and constantly seek to be the “**Service Provider of Choice**” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Bob Boyd
Senior Business Development Manager
239-315-2002
Bob.Boyd@down2earthinc.com

Jessica Shilling
Business Development Manager
239-330-2280
Jessica.Shilling@down2earthinc.com

OUR COMMITMENT TO HERITAGE LAKE PARK CDD

#1: CONSISTENCY & ACCOUNTABILITY

Down To Earth will continue to provide Heritage Lake Park CDD a **DEDICATED TEAM** of landscape professionals who will service your community. This is important as those team members will grow to understand the specific needs and desires of the property and use that knowledge to keep the property looking amazing in addition to providing **CONSISTENCY**.

It also is a benefit to the management team, board, and landscape committee as they will grow to know their key contacts, such as the Account Manager and Crew Leaders. We will ensure you are comfortable with reaching out to those team members whenever a need arises to ensure **ACCOUNTABILITY**.

We pride ourselves on **TRANSPARENCY** through streamlined communication and routine site meetings. By having dedicated reoccurring meetings this allows us to keep you up to date on what's happening at your property and allows us to ensure we're always providing the level of service that's expected.

#2: OUR EXPERTISE & EXPERIENCE

One of the biggest areas of pride that Down To Earth has is our **EXPERTISE AND EXPERIENCE**. Our existing client base knows this is one key element that we bring to every job. Our team is trained to keep a sharp eye on the details in addition to routine services.

We look for the things that can cause a landscape to look less than perfect - and work quickly and efficiently to keep those issues at a minimum. Factors like working hard to minimize weed occurrences in bed and turf spaces, correct irrigation and water management, proper shrub trimming, and utilizing the right mowers in the right areas are examples of how we keep the details "top of mind" while servicing your community.



#3: COMMUNICATION & REPORTING

Communication is frequently the biggest issue when dealing with a landscaping company. Down To Earth recognizes this as an area of concern and we know that it is important to be available and efficient in our communication at Heritage Lake Park.

We will continue to provide your community with our online ticketing system called CustomerLink. This system is an easy way to have **CHECKS-AND-BALANCES** in place for all your landscaping requests. Nothing can slip through the cracks because the tickets you enter are tracked and monitored through our system. It is so easy that residents and the Management Office can log requests from their cell phones or computers.

As part of our partnership, we also offer to attend community or board meetings on an as needed or requested basis to provide routine communication and education to your residents. This helps keep residents up to date on scheduled services and what's happening with the landscape during the appropriate time of year.

#4: FINANCIAL STEWARDSHIP

We also pride ourselves on being a **TRUE PARTNER**. This means that you can rely on the Account Manager and team to come to you with recommendations for the landscaping in your community.

Landscaping is often the largest community expense when working on budgets and with that we are always willing to make sure we keep this top of mind to provide you the best partnership.

As part of our continued partnership, we also offer landscape redesign as part of our services. This is at no cost to the community to provide digital renderings of areas you need improved. Our goal is to bring your long-term community visions to life while providing best in class services.

COMPANY OVERVIEW

WHO WE ARE AND WHAT MAKES US DIFFERENT



EXPERIENCE THE DOWN TO EARTH DIFFERENCE

Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.



Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

OUR GOAL

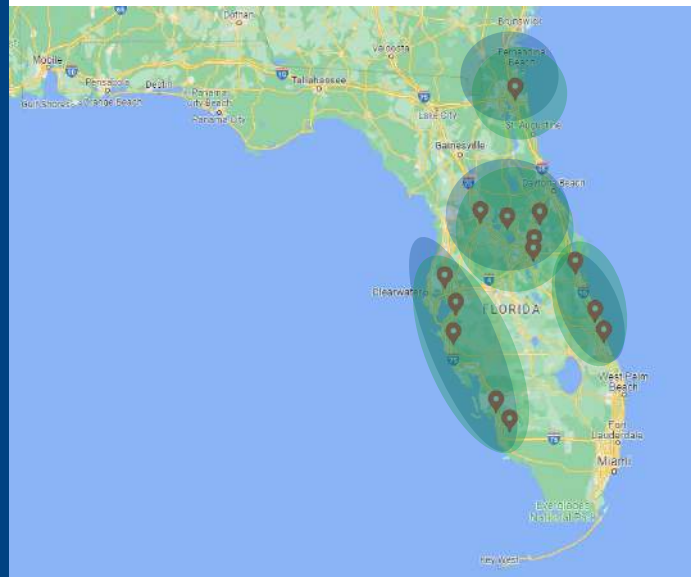
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.

CERTIFIED & EXPERIENCED

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

450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

LOCATIONS

CENTRAL

- Lake Nona
- Mount Dora
- Orlando
- Sanford
- The Villages

SOUTHEAST

- Vero Beach
- Fort Pierce
- Viera

SOUTHWEST

- Sarasota
- Ruskin
- Fort Myers
- Naples
- Tampa

NORTH

- Jacksonville

COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



THE TEAM THAT CARES

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

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

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

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our **“Green Vest Training”** program that focuses on the safe operation of all equipment and machinery.

PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

LICENSES, CERTIFICATIONS, & INSURANCE BONDING



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2023

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

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


PRODUCER Baldwin Krystyn Sherman Partners LLC 5216 Summerlin Commons Blvd. Ste 200 Fort Myers FL 33907		CONTACT NAME: Sarah Arizmendi PHONE (A/C, No, Ext): 239 790-0187 FAX (A/C, No): E-MAIL ADDRESS: Sarah.Arizmendi@bks-partners.com	
License#: L002281 SEASSER-01		INSURER(S) AFFORDING COVERAGE	
INSURED SSS Down to Earth Opco, LLC II dba Down to Earth II 2701 Maitland Center Pkwy Suite 200 Maitland FL 32751		INSURER A: Pennsylvania Manufacturers' As 12262 INSURER B: Evanston Insurance Company 35378 INSURER C: SiriusPoint Specialty Insuranc 16820 INSURER D: Manufacturers Alliance Insuran 36897 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 467675260 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3023751268333	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1523811268333	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 0			MKL7EUL103440	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2023751268333	2/28/2023	2/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CPLS00015133	2/28/2023	2/28/2024	\$1,000,000 Per Occurr \$2,000,000 Aggregate

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

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

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Licenses & Certifications

OCCUPATIONAL LICENSE/ TAX RECEIPT

2023 - 2024

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1081170
 Receipt Number: 2300448
 State License Number: GV-09202022

Account Expires: September 30, 2024

Location:
 5811 CORPORATION CIR
 FT MYERS, FL 33905

May engage in the business of:
PROFESSIONAL LANDSCAPING COMPANY
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

DOWN TO EARTH-NAPLES
 ANGELA COOKE
 5811 CORPORATION CIR
 FT MYERS, FL 33905

Payment Information:
PAID INT-00-01363352 07/25/2023 \$ 355.00

PEST CONTROL LICENSE

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
May 24, 2023	JB268951	March 31, 2024
THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 31, 2024		
		AT
1296 KERI ISLAND RD NAPLES, FL 34120		
DOWN TO EARTH - NAPLES 2701 MAITLAND CENTER PKWY STE 200 MAITLAND, FL 32751		Lawn and Ornamental
 WILTON SIMPSON, COMMISSIONER		

Licenses & Certifications

SPECIALTY LICENSE (IRRIGATION)

2023-2024

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1081168
 Receipt Number: 2300446
 State License Number: SCC131152100

Account Expires: September 30, 2024

Location:
 5811 CORPORATION CIR
 FT MYERS, FL 33905

May engage in the business of:
SPECIALTY CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

DOWN TO EARTH-NAPLES
 ANGELA COOKE
 5811 CORPORATION CIR
 FT MYERS, FL 33905

Payment Information:
PAID INT-00-01363352 07/25/2023 \$ 50.00

IRRIGATION LICENSE



Ron DeSantis, Governor
 Melanie S. Griffin, Secretary

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

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

COOKE, ANGELA
 DOWN TO EARTH-NAPLES
 1296 KERI ISLAND ROAD
 NAPLES, FL 34120

LICENSE NUMBER: SCC 131152100
 EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Licenses & Certifications





Managing Risk · Insuring Success · Since 1972

January 25, 2023

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

Re: Letter of Bond-ability

Dear Johann,

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

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

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

Regards,

A handwritten signature in black ink that reads 'Mark Levinson'.

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

APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.

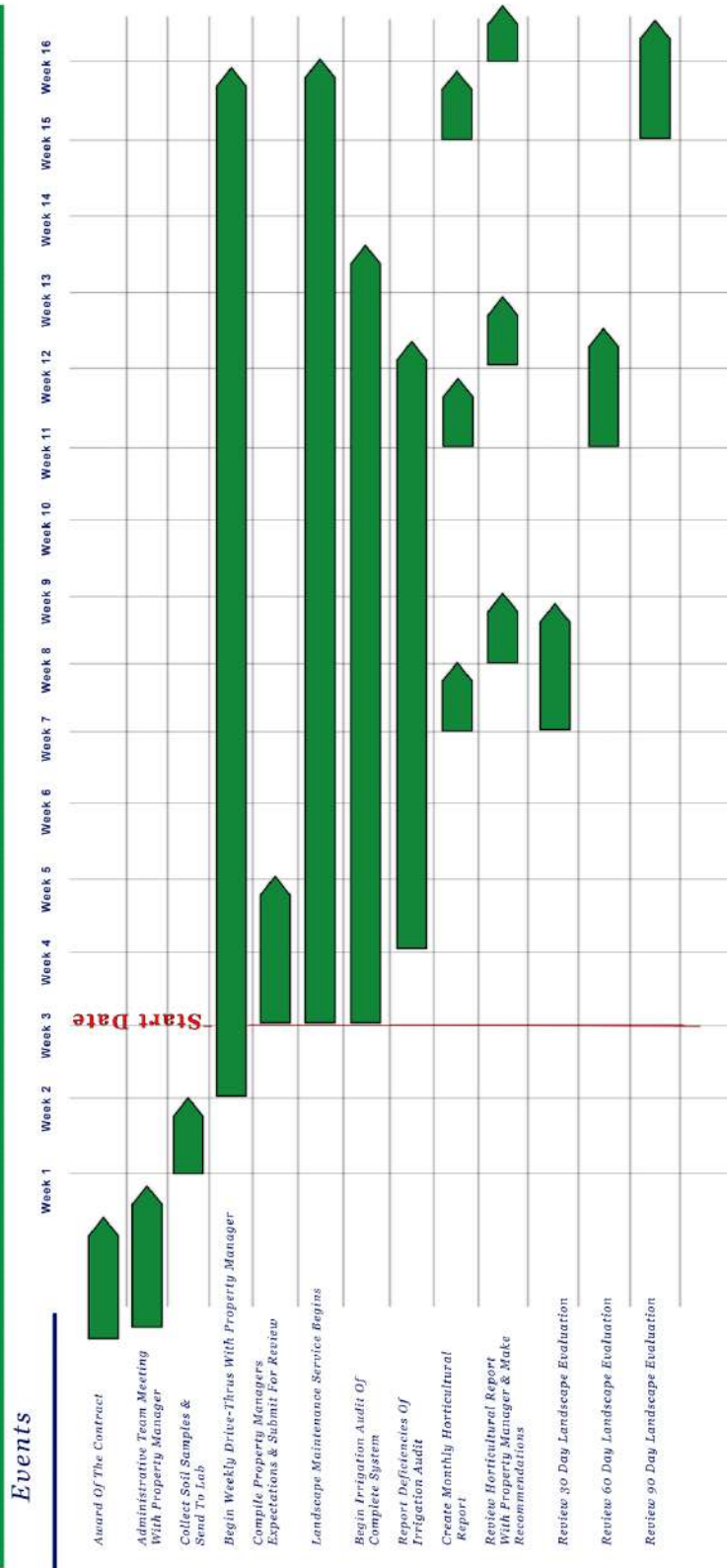
CORE COMPETENCIES



- MAINTENANCE
- IRRIGATION
- CONSTRUCTION
- ENHANCEMENTS & INSTALLATION
- FERTILIZATION & PEST CONTROL
- GOLF

MANAGEMENT TIMELINE

Preliminary Landscape & Irrigation Management Timeline



MAINTENANCE SERVICES AVAILABLE

MOWING

Each turf variety is mowed based on area and site conditions to prescribed heights.

TRIMMING & EDGING

Performed around beds, curbs, streets, trees, and buildings.

IRRIGATION

From system installation to regular checks & audits and on-going maintenance of the irrigation system.

FERTILIZATION

Property specific blends are applied using proper fertilization techniques by licensed professionals.

INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

ANNUAL FLOWERS

Proper spacing will be utilized per plant species variety to ensure proper growth.

DESIGN & INSTALL

In house capability to provide full design and install of new material to bring your vision to life.

STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtelandscape.com/all-services/

Note: Detailed scope of services included with pricing and contract.

STATE OF THE ART SERVICE

LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.



UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.



INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.



INTEGRATED PEST MANAGEMENT (IPM)

- We have an industry-leading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

CUSTOMER SERVICE & COMMUNICATION

CUSTOMERLINK™ WORK ORDER SYSTEM

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink™ include:

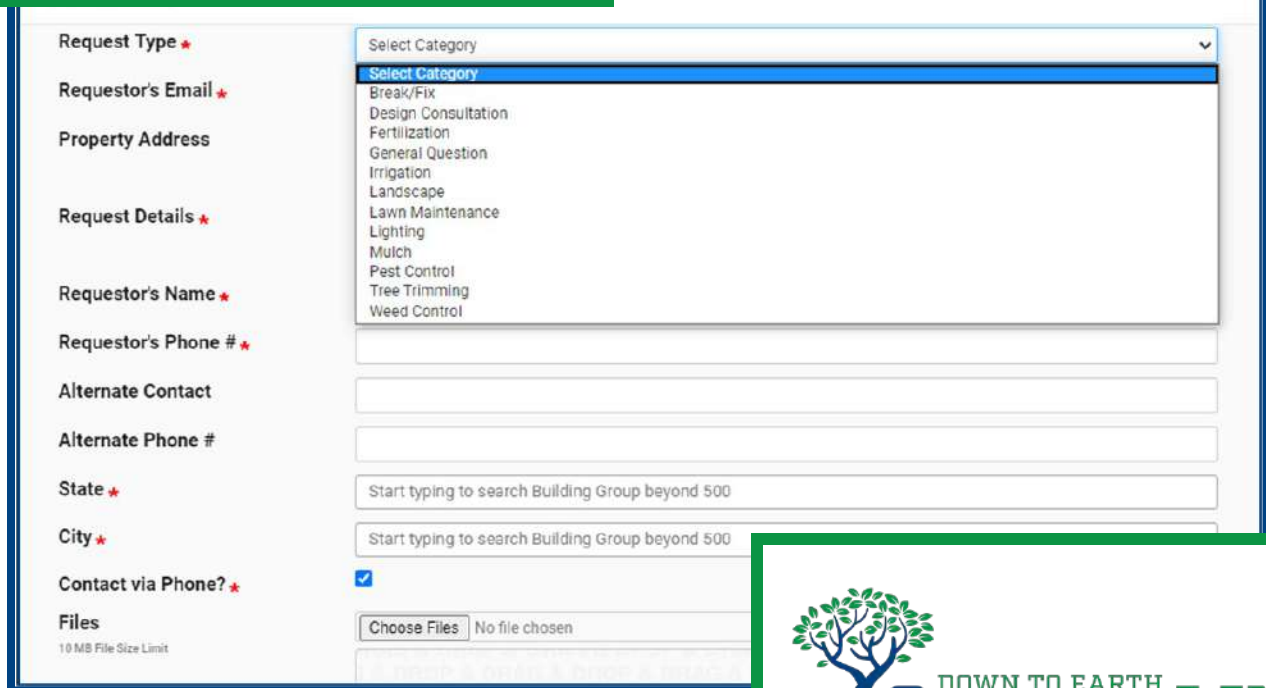
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

CUSTOMER COMMITMENT

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY



The screenshot shows a web form for submitting a request. On the left is a sidebar with labels: Request Type, Requestor's Email, Property Address, Request Details, Requestor's Name, Requestor's Phone #, Alternate Contact, Alternate Phone #, State, City, Contact via Phone?, and Files. The main form area has a dropdown menu for 'Select Category' which is open, listing various service categories. Below the dropdown are several text input fields for contact information and location, and a 'Choose Files' button.



DISASTER & STORM RELIEF PROTOCOL

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



SUPPLEMENTAL CREWS

- Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

NECESSARY EQUIPMENT

- While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

PREVENTATIVE MEASURES

- For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



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

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.

DTE EQUIPMENT LIST

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



PERSONNEL

MEET THE TEAM

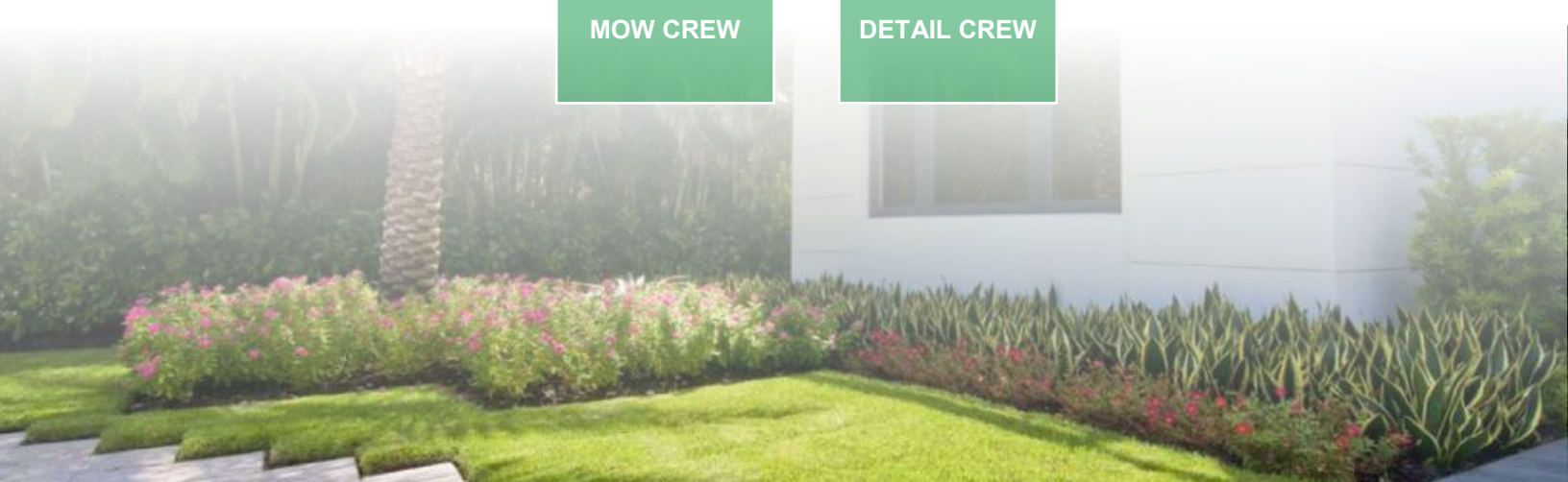
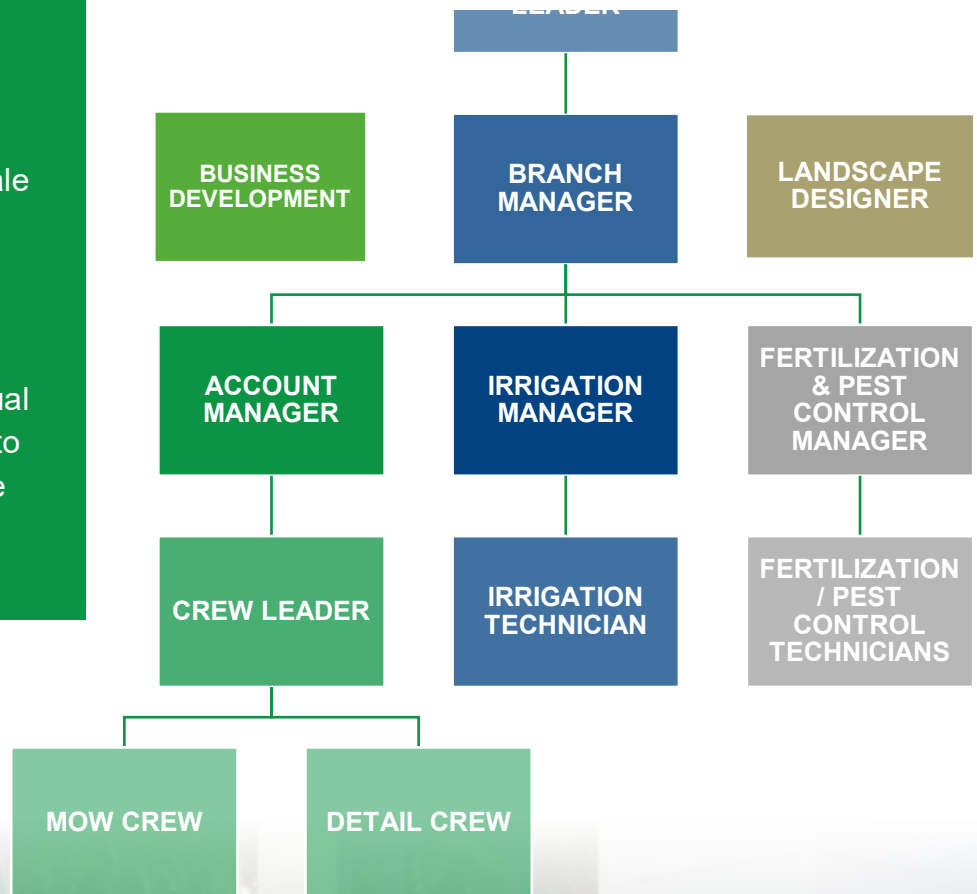


Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

**OUR TEAM IS COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU**

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".



YOUR DEDICATED LANDSCAPE TEAM

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



REGIONAL OPERATIONS LEADER

- **TOM TROMBLY**
- Leads the region and provides support and resources.

BRANCH MANAGER

- **PRESTON HEISLER**
- Leads multiple field teams and is responsible for the operations for your property.

ASSITANT BRANCH MANAGER

- **SONIA LOPEZ**
- Manages the on-site maintenance crews as the primary onsite point of contact.

BUSINESS DEVELOPMENT

- **BOB BOYD | JESSICA SHILLING**
- Provides key information on services to ensure a smooth onboarding process.

ENHANCEMENT MANAGER

- **DILLON ETHERSON**
- Creates and redesigns beautiful custom landscapes as an industry trained professional.

SONIA DE LA GARZA | Sr. Account Manager

Qualifications

10+ years landscape experience managing irrigation and routine maintenance and partnership agreements.
FNGLA Certified Horticultural Professional
GI-BMP Certified Trainer
Expertise in staff & crew management
Extensive experience in managing high end communities
Skilled in partnering with board of directors and managers during budget season to support 5/3/1-year plans for projects and enhancements in communities



PRESTON HEISLER | Fort Myers Branch Manager

Qualifications

17+ years' experience in the Landscape Installation and Maintenance Industry
Licensed Irrigation Contractor
State of Florida Best Management Practices Certified
Low Voltage Landscape Lighting design and installation experience
Drainage design and installation experience
General Manager for over 10 years, managing teams, operations, training programs, and safety training.



TOM TROMBLY | Regional Director of Operations SWFL

Qualifications

20+ years landscape industry experience
FNGLA Certified
Completion of certified training for Green Industries Best Management Practices (BMP)
Computer knowledge: Word, Excel, Outlook, AutoCAD, Spireon, NetSuite, QuickBooks, and SYNCrew
Certified Florida water star
Toro irrigation certified technician (Golf)
Heavy equipment operators license
Restricted use pesticides license
Certified landscape designer-2005
Turf grass management certification-2001
CDL-Hazardous carry certification
VTC-Electrical engineering-1999-2001



RICHARD A. MANLEY | Director of Irrigation

Qualifications

20+ Years of irrigation and landscaping experience.
Knowledge of AutoCAD, Interpreting Blueprints and Various Stages of construction and design.
Certified Rain Bird Maxicom installer and controller
Rain Bird Maxicom and Rain Bird Site Control Experience including initial field construction and installation, troubleshooting and repair, complete site data set-up, and Central Control Monitoring.
CLIA – Certified Landscape Irrigation Auditor
Certified Toro Osmac
Certified Baseline Contractor
Certified Rain Bird and Hunter 2 Wire Install/ Troubleshoot
Installation experience for Mainline, Pump Stations, Recharge and Wet Wells, Reverse Osmosis Systems, Valves, Laterals, Point of Connections, Flow Meters, Controllers, and Weather Stations.
Experience Pipe Installation, including ½ inch through 18-inch, Schedule 40, Class 200, Class 900, Ductile Iron, and HDPE.
Various Heavy Equipment Operation Skills with Caterpillar Certification
Strong Work Ethic with the Ability to Multi-Task
Superior Communication Skills- Oral, Written, and Electronic
Computer Knowledge- Word, Excel, Outlook, AutoCAD, GPS, NetSuite



MAINTENANCE PROJECTS & REFERENCES



KELLY GREENS GOLF AND COUNTRY CLUB

12300 KELLY GREENS BLVD FORT MYERS, FL 33908



VI AT BENTLEY VILLAGE

850 RETREAT DRIVE NAPLES, FL 34110



BONITA LAKES

23404 SANABRIA LOOP, BONITA SPRINGS, FL 34135



CALUSA PALMS

14776 CALUSA PALMS DR FORT MYERS, FL 33919



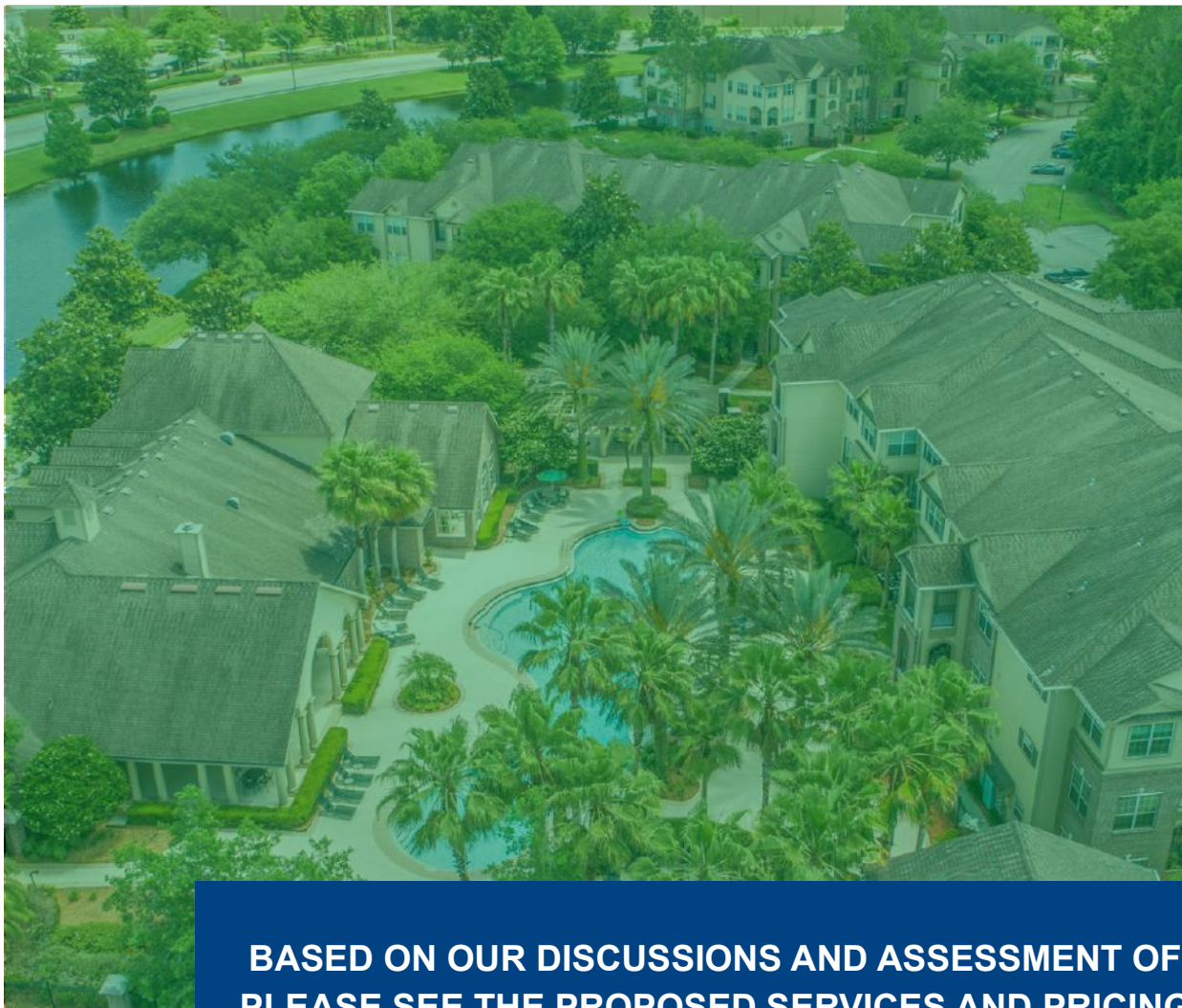
WYDLEWOOD LAKES CONDOMINIUMS

WYDLEWOOD LAKES COURT FORT MYERS, FL 33919

Additional contact information for references can be provided separately upon request.

PROPOSAL PRICING

PREPARED FOR HERITAGE LAKE PARK CDD



**BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY,
PLEASE SEE THE PROPOSED SERVICES AND PRICING WE CAN PROVIDE
TO BEST SERVE YOUR PROPERTY.**

REQUEST FOR PROPOSALS
FOR
IRRIGATION MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

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

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

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

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

1. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

2. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____

Experience cont.

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

Duration of Contract: START DATE: _____ END DATE: _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

Duration of Contract: START DATE: _____ END DATE: _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

Duration of Contract: START DATE: _____ END DATE: _____

Experience cont.

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

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

If yes, please fill in information below:

Project Name/Location: _____

Contact: _____ Phone: _____ \$ amt.: _____

Your company's Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

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

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(2020) _____, (2021) _____, (2022) _____.

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

General Liability \$ _____
Automobile Liability \$ _____
Umbrella Coverage \$ _____
Workers Compensation \$ _____
Expiration Date _____

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

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

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

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

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

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

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

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position

Type of Work	Yrs. Exp.	Yrs. With Firm

Name	Position

Type of Work	Yrs. Exp.	Yrs. With Firm

Name	Position

Type of Work	Yrs. Exp.	Yrs. With Firm

Name	Position

Type of Work	Yrs. Exp.	Yrs. With Firm


SONIA DE LA GARZA ASST. BRANCH MANAGER

Name	Position	
LANDSCAPE OPERATIONS	10+	3 YEARS
Type of Work	Yrs. Exp.	Yrs. With Firm

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

DOWN TO EARTH LANDSCAPE & IRRIGATION

Name of Proposer

By: 
 TOM TROMBLY REGIONAL VP OF OPERATIONS
 [Type Name and Title of Person Signing]

This 30TH day of AUGUST, 2023.

(Corporate Seal)

Sworn to before me this 30TH day of AUGUST, 2023.

Erica Luster / 08/25/2026
 (Seal) Notary Public/Expiration Date



CORPORATE OFFICERS

Company Name_____

Date_____

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SPECIFICATIONS / SCOPE OF WORK

- Monthly checks where irrigation system is observed and adjustments are made. Minor problems will be fixed immediately by the individuals performing the irrigation inspection. Any major problems encountered will be listed on a repair order. Set irrigation schedules and programs, adjusting seasonally to insure the proper growth of the grass and plants, and also in accordance with any necessary water restrictions.
- If improvements are required, a work order and estimate will be required for approval. Each invoice will be detailed with charges for parts and labor.
- PROVIDE THE FOLLOWING QUARTERLY SERVICES FOR THE DISTRICT'S SEVEN (7) PUMP STATIONS:
 - CHECK AND RECORD INCOMING VOLTAGE
 - CHECK AND RECORD AMPERAGE OF MOTORS
 - CHECK AND RECORD HOUR METER READINGS
 - CHECK AND RECORD FLOW METER READINGS
 - CHECK MOTOR STARTER CONDITIONS
 - VISUALLY INSPECT ALL WIRES FOR HEAT DAMAGE
 - CHECK ALL CONTROL DEVICES FOR PROPER OPERATION
 - DRAIN AND CLEAN CONTROL LINES
 - VISUALLY INSPECT ALL SWITCHES AND INDICATOR LIGHTS FOR PROPER OPERATION
 - CHECK PIPES AND FITTINGS FOR LEAKS
 - CHECK MOTORS FOR EXCESSIVE HEAT
 - GREASE MOTOR BEARINGS
 - CHECK FOR EXCESSIVE VIBRATION
 - CHECK MECHANICAL SEAL FOR LEAKS
 - CHECK CONTROL VALVES AND CLEAN WYE STRAINERS AND TUBING
 - CHECK GAUGES AND VALVES
 - MANUALLY FLUSH ANY FILTERS
 - CHECK HYDRO-PNEUMATIC TANKS FOR PROPER AIR

** Vendor will be responsible for and damage caused at no charge to the District

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

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

Irrigation (All labor and materials including seven pump stations)

\$ 14,976.00 /Yr

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

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

After hours emergency service hourly rate \$ 150.00 /hr. (i.e. broken mainlines, pump & wells, etc.) **(do not include in Irrigation Total)**

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

FIRST ANNUAL RENEWAL \$ 15,575.04 /Yr

SECOND ANNUAL RENEWAL \$ 16,198.04 /Yr

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

Firm Address 5811 CORPORATION CIR

City/State/Zip FORT MYERS, FL 33905

Phone Number 239-693-5488 Fax Number _____

Name and Title of Representative TOM TROMBLY, VP OF OPERATIONS
(Please Print)

Representative's Signature  Date 8/30/23

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

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

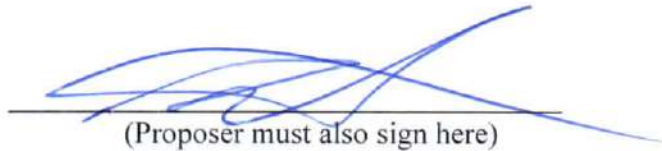
Dated this _____ day of _____, 2023

AFFIDAVIT FOR INDIVIDUAL

State of FLORIDA ss:
County of LEE

TOM TROMBLY

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


(Proposer must also sign here)

Sworn to before me this 30TH day of AUGUST, 2023.

Erica Luster / 8/25/2026
Notary Public/Expiration Date:

(SEAL)



AFFIDAVIT FOR PARTNERSHIP

State of FLORIDA ss:
County of LEE

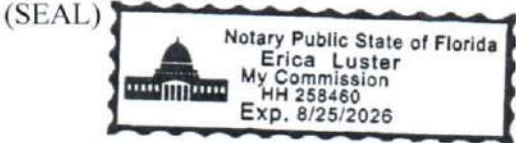
TOM TROMBLY, is a member of the firm of SSS EVERGREEN OPCO, LLC DBA DOWN TO EARTH NAPLES, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.



(Signature of a General Partner is Required)

Sworn to before me this 30 day of AUGUST, 2023.

Erica Luster / 8/25/2026
Notary Public/Expiration Date:



AFFIDAVIT FOR CORPORATION

State of FLORIDA

SS:

County of LEE

TOM TROMBLY

(title) VP OF OPERATIONS of
the SSS EVERGREEN OPCO LLC, DBA DOWN TO EARTH

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



(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 30TH day of AUGUST, 2023.

Erica Luster / 08/25/2026

Notary Public/Expiration Date:



LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement (“Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, and _____ (hereinafter referred to as “Contractor”) with an address of _____.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

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

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

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

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The hourly rate for such services is \$_____/hour per man hour and \$_____/hour for equipment operators including equipment costs. Dump fees will be \$_____ per truckload for debris removal.
 - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Contractor's fees for Disaster Recovery Assistance Services shall not exceed a total of _____ dollars (\$_____)for each declared emergency/disaster without written authorization from the District.
 - e. In the event the District may be eligible to claim governmental assistance to recover costs related to a declared emergency or disaster, Contractor shall be responsible for knowing and following any and all applicable guidelines including, but not necessarily limited to those of the Federal Emergency Management Agency (FEMA). Contractor shall further maintain and supply the District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by any applicable local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance Services under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of _____ per year as detailed in **Exhibit "B"**, payable in equal monthly installments of _____, for a term of three (3) years unless terminated earlier as provided in this Contract. The term of this Contract may be extended if acceptable to the parties and agreed to in writing

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence on September 14, 2023, and only after Contractor provides the District the requisite insurance referenced herein.

V. CONTRACTOR'S REPRESENTATIONS

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

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

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water,

transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Scheduling:** In the event that time is lost due to inclement weather ("Rain Days"), the Contractor shall reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if necessary to make up Rain Days with prior notification to and approval by District Representatives.

8. **Protection of Property:** Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.

9. **Deficiencies.** If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor through a written communication. The Contractor shall then, within forty-eight (48) hours or the time specified, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within three (3) calendar days or the time period specified by the District. If the Contractor does not respond or take timely action, the District shall, without limiting the District's remedies in any way, have the right to impose liquidated damages of one hundred dollars (\$100.00) per day until the deficiency is adequately addressed; to withhold some or all of the Contractor's compensation under this Contract; or to contract with a third party to perform the necessary work with all charges for such services being deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's work is not intended to imply that the District shall underwrite, guarantee, or ensure that the Contract Work has been properly done by the Contractor, and it is the Contractor's responsibility to perform the Contract Work in accordance with the terms and conditions of the Contract.

10. **Environmental Activities.** Contractor shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills on or near the District property. Contractor shall be responsible for any environmental clean-up activities, replacement of any turf or plant material harmed from chemical burns, and correcting any other harm resulting from the Contract Work.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, District will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to District within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

X. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect

of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

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

To Owner: Heritage Lake Park Community Development District
 c/o Justin Faircloth, District Manager
 Inframark Management Services
 210 N. University Drive, Suite 702
 Coral Springs, Florida 33071
 E-mail: justin.faircloth@inframark.com

With a copy to: Andrew H. Cohen, District Counsel
 Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
 6853 Energy Court
 Lakewood Ranch, Florida 34240
 E-mail: acohen@flgovlaw.com

To Contractor: _____

 E-mail: tom.trombly@down2earthinc.com

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year indicated below.

ATTEST:

**Heritage Lake Park
 Community Development District**

 Secretary/Assistant Secretary

 Chairman, Board of Supervisors

Date: _____

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT “B”

CONTRACTOR’S PROPOSAL FORM

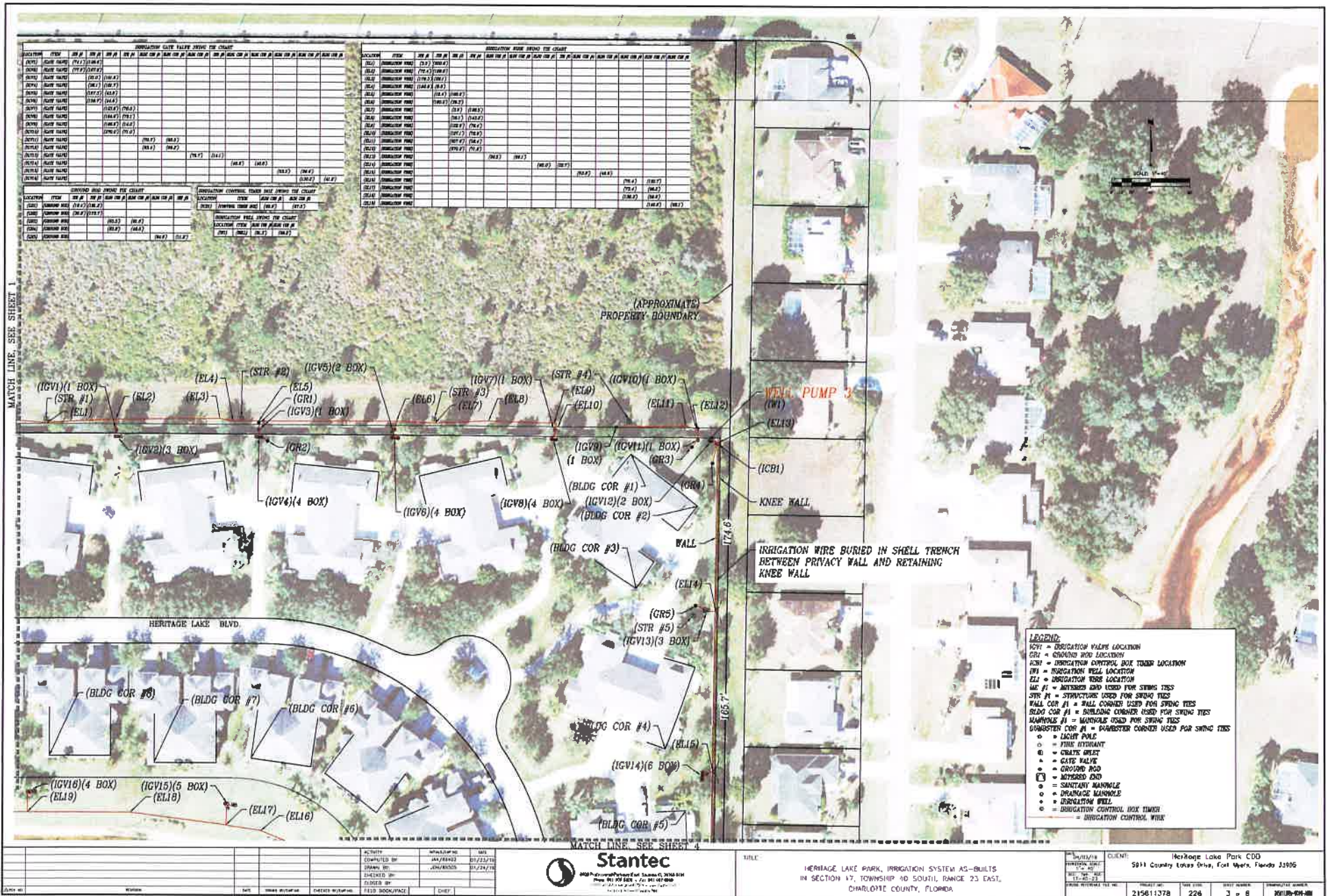
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT “C”

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION MAINTENANCE MAP





IRRIGATION VALVE LOCATIONS BEHIND THE CURB												IRRIGATION BOX BEHIND THE CURB											
LOCATION	TYPE	SIZE	DATE	BY	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	
(ICV1)	IRRI VALVE	1/2"	01/17/17	...																			
(ICV2)	IRRI VALVE	1/2"	01/17/17	...																			

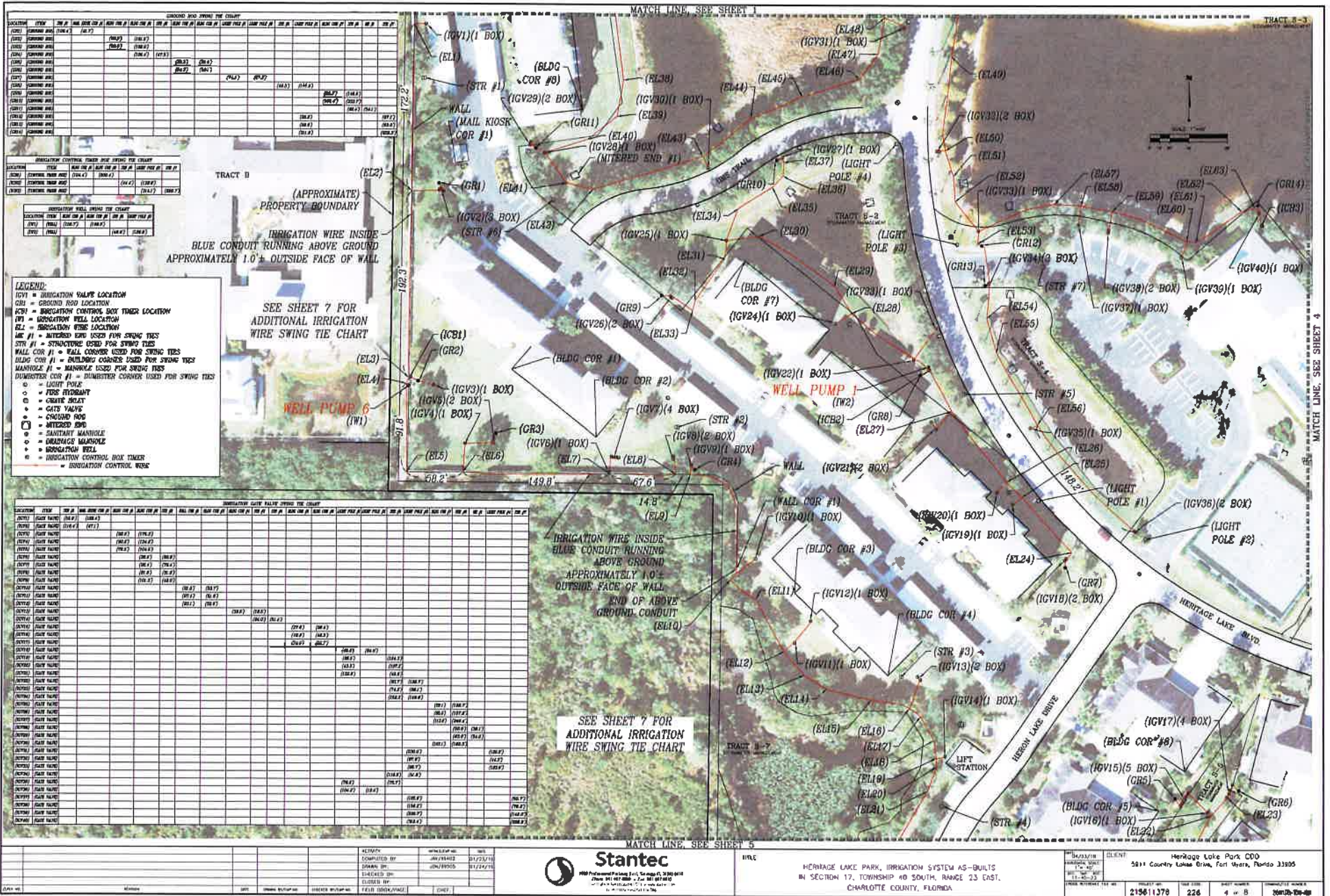
MATCH LINE, SEE SHEET 1

MATCH LINE, SEE SHEET 4

LEGEND

- IRV = IRRIGATION VALVE LOCATION
- GR = GROUND RISE LOCATION
- ICB = IRRIGATION CONTROL BOX TOWER LOCATION
- IRI = IRRIGATION WELL LOCATION
- EL = IRRIGATION VALVE LOCATION
- MC #1 = MANHOLE USED FOR SWING TIES
- STR #1 = STRUCTURES USED FOR SWING TIES
- WALL COR #1 = WALL CORNER USED FOR SWING TIES
- BLDG COR #1 = BUILDING CORNER USED FOR SWING TIES
- MANHOLE #1 = MANHOLE USED FOR SWING TIES
- MANHOLE COR #1 = MANHOLE CORNER USED FOR SWING TIES
- = LIFT PILE
- = FIRE HYDRANT
- = CHASE INLET
- △ = GATE VALVE
- = GROUND ROD
- = METERED END
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = IRRIGATION WELL
- = IRRIGATION CONTROL BOX TIMER

<p>ACTIVITY: IRRIGATION SYSTEM AS-BUILTS</p> <p>COMPLETED BY: JAA/RA/2023 01/22/23</p> <p>DRAWN BY: JAA/RA/2023 01/24/23</p> <p>CHECKED BY: JAA/RA/2023 01/24/23</p> <p>DESIGNED BY: JAA/RA/2023 01/24/23</p>	<p>Stantec</p> <p>4000 International Parkway, Suite 1000 Charlotte, NC 28209 Phone: 704.366.8000</p>	<p>TITLE: HERITAGE LAKE PARK, IRRIGATION SYSTEM AS-BUILTS</p> <p>IN SECTION 17, TOWNSHIP 10 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA</p>	<p>CLIENT: Heritage Lake Park CDD</p> <p>5811 County Lakes Drive, Fort Worth, Florida 33906</p> <p>PROJECT NO: 215611378</p> <p>SHEET NO: 226</p> <p>TOTAL SHEETS: 3</p> <p>DATE: 01/24/23</p> <p>DESIGNER: JAA/RA/2023</p>
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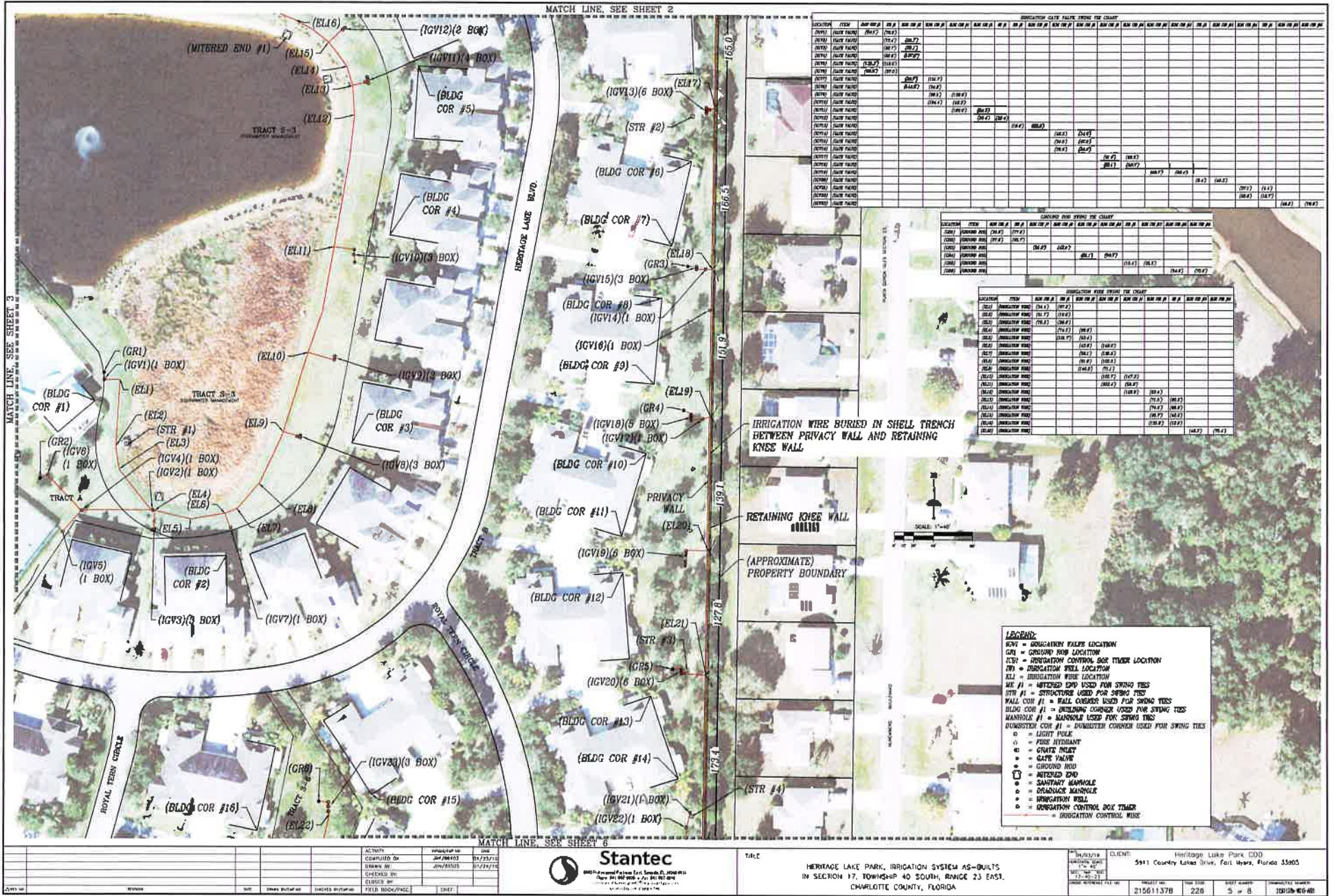


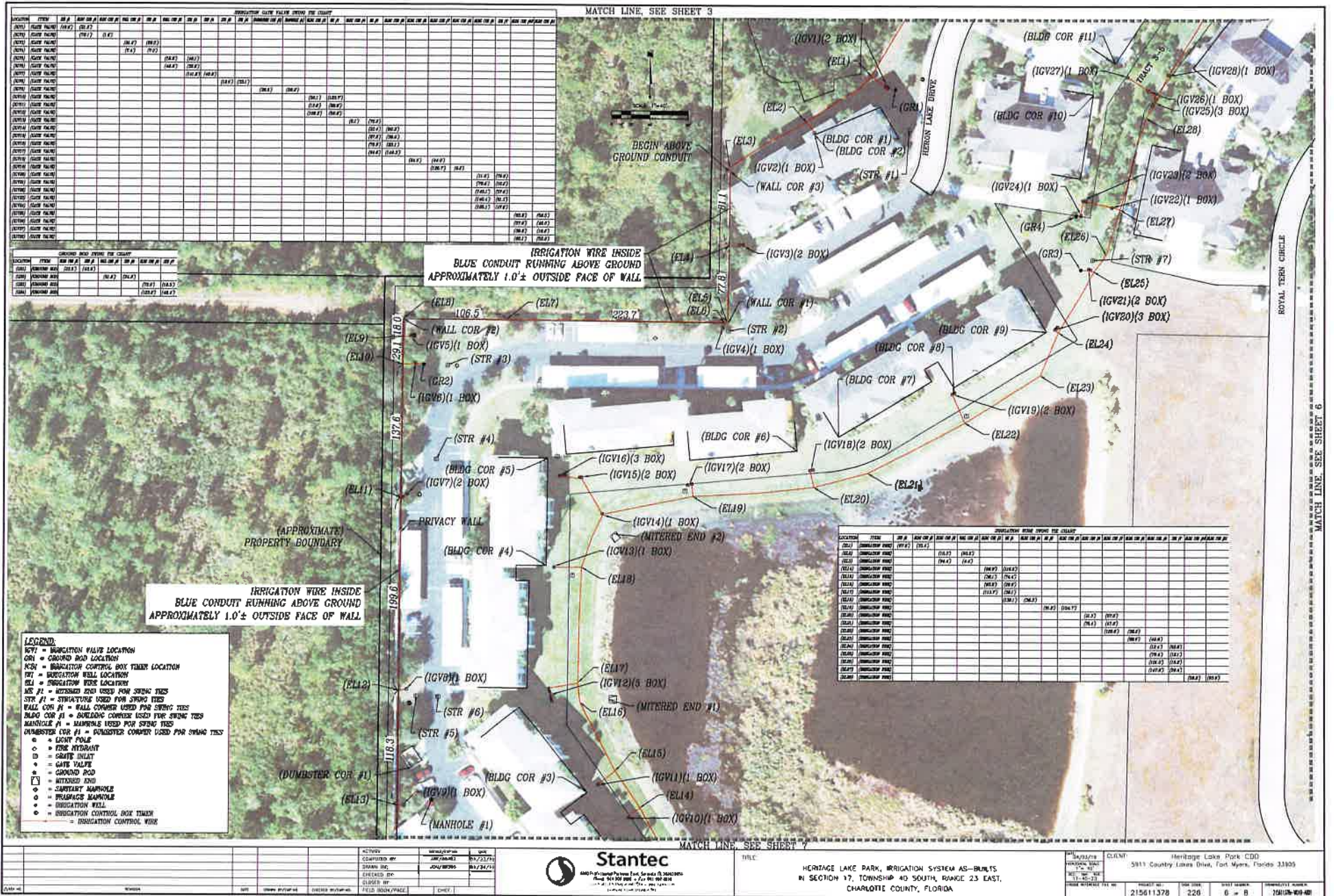
LEGEND:

- (IGV #) = IRRIGATION VALVE LOCATION
- (GR #) = GROUND ROD LOCATION
- (CB#) = IRRIGATION CONTROL BOX TOWER LOCATION
- (TW) = IRRIGATION TOWER LOCATION
- (EL) = IRRIGATION WIRE LOCATION
- MC #1 = MITERED END USED FOR SWING TIES
- STR #1 = STRUCTURE USED FOR SWING TIES
- WALL COR #1 = WALL CORNER USED FOR SWING TIES
- BLDG COR #1 = BUILDING CORNER USED FOR SWING TIES
- MANHOLE #1 = MANHOLE USED FOR SWING TIES
- DUMMETER COR #1 = DUMMETER CORNER USED FOR SWING TIES
- = LIGHT POLE
- = TREE TRUNK
- = CEMENT BLOCK
- = GATE VALVE
- = GROUND ROD
- = MITERED END
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = BROADCASTING WELL
- = IRRIGATION CONTROL BOX TOWER
- = IRRIGATION CONTROL WIRE

IRRIGATION VALVE LOCATION

LOCATION	TYPE	SIZE	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	MANHOLE OR BOX #	
(IGV1)	1 BOX																			
(IGV2)	3 BOX																			
(IGV3)	1 BOX																			
(IGV4)	1 BOX																			
(IGV5)	2 BOX																			
(IGV6)	1 BOX																			
(IGV7)	1 BOX																			
(IGV8)	2 BOX																			
(IGV9)	1 BOX																			
(IGV10)	1 BOX																			
(IGV11)	1 BOX																			
(IGV12)	1 BOX																			
(IGV13)	2 BOX																			
(IGV14)	1 BOX																			
(IGV15)	5 BOX																			
(IGV16)	1 BOX																			
(IGV17)	4 BOX																			
(IGV18)	2 BOX																			
(IGV19)	1 BOX																			
(IGV20)	1 BOX																			
(IGV21)	2 BOX																			
(IGV22)	1 BOX																			
(IGV23)	1 BOX																			
(IGV24)	1 BOX																			
(IGV25)	1 BOX																			
(IGV26)	2 BOX																			
(IGV27)	1 BOX																			
(IGV28)	1 BOX																			
(IGV29)	2 BOX																			
(IGV30)	1 BOX																			
(IGV31)	1 BOX																			
(IGV32)	1 BOX																			
(IGV33)	1 BOX																			
(IGV34)	3 BOX																			
(IGV35)	1 BOX																			
(IGV36)	2 BOX																			
(IGV37)	1 BOX																			
(IGV38)	1 BOX																			
(IGV39)	2 BOX																			
(IGV40)	1 BOX																			





MATCH LINE, SEE SHEET 3

BEGIN ABOVE GROUND CONDUIT

IRRIGATION WIRE INSIDE BLUE CONDUIT RUNNING ABOVE GROUND APPROXIMATELY 1.0' ± OUTSIDE FACE OF WALL

IRRIGATION WIRE INSIDE BLUE CONDUIT RUNNING ABOVE GROUND APPROXIMATELY 1.0' ± OUTSIDE FACE OF WALL

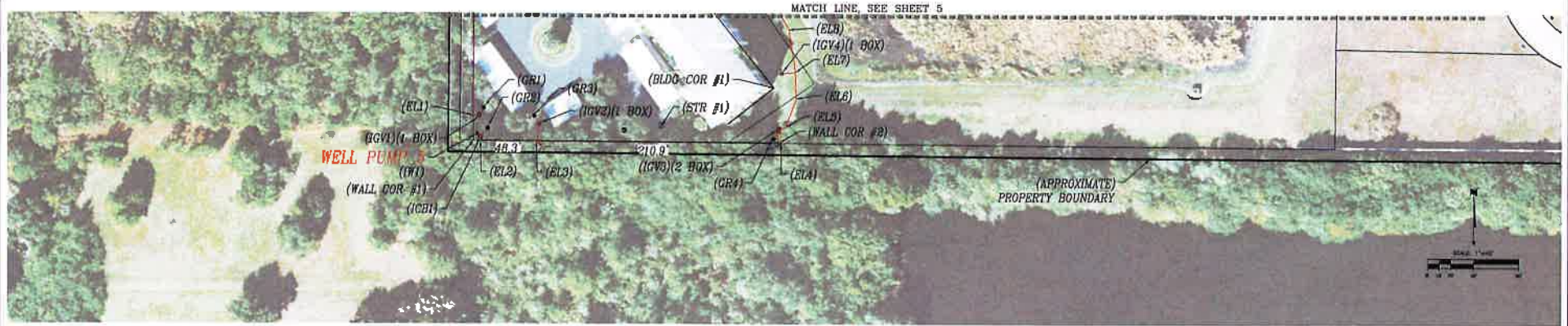
- LEGEND:**
- IGV1 = IRRIGATION VALVE LOCATION
 - GR1 = GROUND ROD LOCATION
 - BOX = IRRIGATION CONTROL BOX TYPICAL LOCATION
 - WALL COR #1 = IRRIGATION WALL LOCATION
 - STR #1 = IRRIGATION STRUCTURE LOCATION
 - MITERED END #1 = MITERED END USED FOR SWING TESTS
 - WALL COR #1 = WALL CORNER USED FOR SWING TESTS
 - BLDG COR #1 = BUILDING CORNER USED FOR SWING TESTS
 - MANHOLE #1 = MANHOLE USED FOR SWING TESTS
 - CONCRETE COR #1 = CONCRETE CORNER USED FOR SWING TESTS
 - = LIGHT POLE
 - = FIRE HYDRANT
 - = GATE VALVE
 - = GROUND ROD
 - = MITERED END
 - = CURRENT MANHOLE
 - = PRESSURE MANHOLE
 - = IRRIGATION WELL
 - = IRRIGATION CONTROL BOX TYPICAL
 - = IRRIGATION CONTROL WIRE

LOCATION	ITEM	OFF #	DATE	BY	REVISION	DESCRIPTION
BLDG COR #1	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #2	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #3	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #4	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #5	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #6	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #7	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #8	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #9	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #10	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
BLDG COR #11	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #1	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #2	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #3	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #4	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #5	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #6	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
STR #7	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
MANHOLE #1	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
MITERED END #1	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
MITERED END #2	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
WALL COR #1	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
WALL COR #2	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
WALL COR #3	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
PRIVACY WALL	IRRIGATION WIRE	106.5	106.5	106.5	106.5	
DUMESTER COR #1	IRRIGATION WIRE	106.5	106.5	106.5	106.5	



HERITAGE LAKE PARK, IRRIGATION SYSTEM AS-BUILTS
IN SECTION 17, TOWNSHIP 40 SOUTH, RANGE 23 EAST,
CHARLOTTE COUNTY, FLORIDA

PROJECT NO.	215611378
DATE	11/25/21
SCALE	AS SHOWN
CLIENT	Heritage Lake Park CDD
PROJECT ADDRESS	5811 Country Lakes Drive, Fort Myers, Florida 33905
PROJECT NO.	215611378
DATE	11/25/21
SCALE	AS SHOWN
CLIENT	Heritage Lake Park CDD
PROJECT ADDRESS	5811 Country Lakes Drive, Fort Myers, Florida 33905



IRRIGATION GATE VALVE SWING TIE CHART

LOCATION	ITEM	REL. TO #	SW. TO #	REL. TO #	SW. TO #
(W1)	WELL PUMP	(W1)	(W1)	(W1)	(W1)
(W2)	WELL PUMP	(W2)	(W2)	(W2)	(W2)
(W3)	WELL PUMP	(W3)	(W3)	(W3)	(W3)
(W4)	WELL PUMP	(W4)	(W4)	(W4)	(W4)

GROUND ROD SWING TIE CHART

LOCATION	ITEM	REL. TO #	SW. TO #	REL. TO #	SW. TO #
(GR1)	GROUND ROD	(GR1)	(GR1)	(GR1)	(GR1)
(GR2)	GROUND ROD	(GR2)	(GR2)	(GR2)	(GR2)
(GR3)	GROUND ROD	(GR3)	(GR3)	(GR3)	(GR3)
(GR4)	GROUND ROD	(GR4)	(GR4)	(GR4)	(GR4)

IRRIGATION CONTROL BOX SWING TIE CHART

LOCATION	ITEM	REL. TO #	SW. TO #	REL. TO #	SW. TO #
(ICB1)	IRRIGATION CONTROL BOX	(ICB1)	(ICB1)	(ICB1)	(ICB1)

IRRIGATION FIELD SWING TIE CHART

LOCATION	ITEM	REL. TO #	SW. TO #	REL. TO #	SW. TO #
(F1)	IRRIGATION FIELD	(F1)	(F1)	(F1)	(F1)

IRRIGATION PIPE SWING TIE CHART

LOCATION	ITEM	REL. TO #	SW. TO #	REL. TO #	SW. TO #
(EL1)	IRRIGATION PIPE	(EL1)	(EL1)	(EL1)	(EL1)
(EL2)	IRRIGATION PIPE	(EL2)	(EL2)	(EL2)	(EL2)
(EL3)	IRRIGATION PIPE	(EL3)	(EL3)	(EL3)	(EL3)
(EL4)	IRRIGATION PIPE	(EL4)	(EL4)	(EL4)	(EL4)
(EL5)	IRRIGATION PIPE	(EL5)	(EL5)	(EL5)	(EL5)
(EL6)	IRRIGATION PIPE	(EL6)	(EL6)	(EL6)	(EL6)
(EL7)	IRRIGATION PIPE	(EL7)	(EL7)	(EL7)	(EL7)
(EL8)	IRRIGATION PIPE	(EL8)	(EL8)	(EL8)	(EL8)

LEGEND:

- W1 = IRRIGATION VALVE LOCATION
- GR1 = GROUND ROD LOCATION
- ICB1 = IRRIGATION CONTROL BOX TOWER LOCATION
- F1 = IRRIGATION FIELD LOCATION
- EL1 = IRRIGATION PIPE LOCATION
- MS #1 = MANHOLE USED FOR STRING TIES
- STR #1 = STRUCTURE USED FOR STRING TIES
- WALL COR #1 = WALL CORNER USED FOR STRING TIES
- BLDG COR #1 = BUILDING CORNER USED FOR STRING TIES
- MANHOLE #1 = MANHOLE USED FOR STRING TIES
- DUMPSITE COR #1 = DUMPSITE CORNER USED FOR STRING TIES
- = LIGHT POLE
- ◇ = FIRE HYDRANT
- = GATE VALVE
- = GATE VALVE
- = GROUND ROD
- ⊙ = MANHOLE
- ⊙ = SANITARY MANHOLE
- ⊙ = MANHOLE
- ⊙ = IRRIGATION WELL
- ⊙ = IRRIGATION CONTROL BOX TOWER
- = IRRIGATION CONTROL WIRE

"IRRIGATION WIRE SWING TIE CHART FOR SHEET 3 OF 7"

LOCATION	ITEM	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	REL. TO #	SW. TO #	
(W1)	WELL PUMP	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)	(W1)
(W2)	WELL PUMP	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)	(W2)
(W3)	WELL PUMP	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)	(W3)
(W4)	WELL PUMP	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)	(W4)
(W5)	WELL PUMP	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)	(W5)
(W6)	WELL PUMP	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)	(W6)
(W7)	WELL PUMP	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)	(W7)
(W8)	WELL PUMP	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)	(W8)
(W9)	WELL PUMP	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)	(W9)
(W10)	WELL PUMP	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)	(W10)
(W11)	WELL PUMP	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)	(W11)
(W12)	WELL PUMP	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)	(W12)
(W13)	WELL PUMP	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)	(W13)
(W14)	WELL PUMP	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)	(W14)
(W15)	WELL PUMP	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)	(W15)
(W16)	WELL PUMP	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)	(W16)
(W17)	WELL PUMP	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)	(W17)
(W18)	WELL PUMP	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)	(W18)
(W19)	WELL PUMP	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)	(W19)
(W20)	WELL PUMP	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)	(W20)
(W21)	WELL PUMP	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)	(W21)
(W22)	WELL PUMP	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)	(W22)
(W23)	WELL PUMP	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)	(W23)
(W24)	WELL PUMP	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)	(W24)
(W25)	WELL PUMP	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)	(W25)
(W26)	WELL PUMP	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)	(W26)
(W27)	WELL PUMP	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)	(W27)
(W28)	WELL PUMP	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)	(W28)
(W29)	WELL PUMP	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)	(W29)
(W30)	WELL PUMP	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)	(W30)
(W31)	WELL PUMP	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)	(W31)
(W32)	WELL PUMP	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)	(W32)
(W33)	WELL PUMP	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)	(W33)
(W34)	WELL PUMP	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)	(W34)
(W35)	WELL PUMP	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)	(W35)
(W36)	WELL PUMP	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)	(W36)
(W37)	WELL PUMP	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)	(W37)
(W38)	WELL PUMP	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)	(W38)
(W39)	WELL PUMP	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)	(W39)
(W40)	WELL PUMP	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)	(W40)
(W41)	WELL PUMP	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)	(W41)
(W42)	WELL PUMP	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)	(W42)
(W43)	WELL PUMP	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)	(W43)
(W44)	WELL PUMP	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)	(W44)
(W45)	WELL PUMP	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)	(W45)
(W46)	WELL PUMP	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)	(W46)
(W47)	WELL PUMP	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)	(W47)
(W48)	WELL PUMP	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)	(W48)
(W49)	WELL PUMP	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)	(W49)
(W50)	WELL PUMP	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)	(W50)



THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO CONTINUE
PARTNERSHIP WITH YOU AND HERITAGE LAKE PARK CDD



Down To Earth Landscape & Irrigation
3811 Corporation Circle
Fort Myers, FL 33905
(239) 330-2280
dtelandscape.com

8Aii

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT
25614 HERITAGE LAKE BLVD.
PUNTA GORDA FL 33983**



Built on Integrity. Grown on Relationships.

Tampa

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



Wesley Chapel

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



Sarasota

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



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OPTIMAL STANDARDS



BUILT ON INTEGRITY

We strive to always act with honesty and transparency and to make decisions that are in the best interests of our clients.



EXECUTION EXCELLENCE

We hold ourselves to a high standard of excellence in all aspects of our work. This includes not only planning and strategizing but also execution.



PASSION

Our team is fueled by passion and a shared drive to succeed. It's this dedication and collaboration that sets us apart and drives our success.



HIGH-PERFORMANCE CULTURE

By fostering a culture that values excellence, hard work, and collaboration, employees are motivated to perform at their best, thus driving the organization's success.



LEADERSHIP

We prioritize leadership around developing and executing core business processes centered on our branch team's and customers' needs.



LOCAL ROOTS

We take pride in creating lasting relationships. After all, as a locally owned and operated company, we're more than just your landscapers; we're members of your community, your neighbors, and your friends. We feel a strong sense of community; nothing makes us happier than seeing you love the land around you.

<p>DOVER Serving Hillsborough, Pasco, Pinellas & Polk</p>	<p>SARASOTA Serving Charlotte, DeSoto, Hardee, Manatee, & Sarasota</p>	<p>WESLEY CHAPEL Serving Citrus, Hernando, Hillsborough, Pasco & Pinellas</p>
--	---	--

OPTIMAL RESULTS

What you do see makes all the difference.

MQI REPORT CATEGORIES

- [1] Details
- [2] Mowing Functions
- [3] Shrub Pruning
- [4] Shrub-Insect Disease
- [5] Bed Weeds
- [6] Turf & Plant Fertility
- [7] Palm Pruning
- [8] Tree Pruning
- [9] Mulching
- [10] Cleanliness
- [11] Turf-Insect Disease
- [12] Turf Weeds
- [13] Water Management
- [14] Carryovers
- [15] Annuals

QUALITY CUSTOMER CARE

We do regular property walks independently and with our clients to ensure we meet your expectations. Each property receives multiple “touches” from a variety of LMP staff members. As part of this commitment, we conduct Monthly Quality Inspections (MQI) on all properties and share the results with you.

We evaluate our properties using objective criteria based on horticultural standards. Because of these audits, we can track your property history, develop timelines for improvements or enhancements, and provide a higher standard of care than you might receive elsewhere.

We want to meet with you regularly to share the results of our self-audits, bring issues to your attention before they become problems, and ensure we honor your vision with our work.

MONTHLY IRRIGATION REPORT



An irrigation inspection includes the following:

- Running the system to observe water distribution.
- Ensuring zones are running properly.
- Checking all components of the irrigation system.
- Adjusting heads as needed.
- Examining run times and making necessary adjustments.



FERTILIZATION & PESTICIDE REPORT

Our Technicians will treat and minimize the impact of insects, fungi and diseases. Applications will be applied using our LMP Spray Vehicles for Certified Personnel. We will apply both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions.

FLEET & EQUIPMENT MAINTENANCE & INSPECTIONS

Maintaining our fleet is crucial to our success. We take pride in our image and want to ensure our equipment is always in top condition. Our rigorous maintenance schedule ensures that every asset is operating at peak performance. We have on-site mechanics and full-service shops at each branch location to ensure we can work on everything in-house.

Not only does this attention to detail help us perform better in the field, but it also sets the expectation of our customers. When they see our clean trucks, well-dressed crew, and organized equipment, they know they can expect high-quality service.

Committing resources to our image increases efficiency, morale, and company pride. And most importantly, it adds value to our customers. By maintaining our fleet of high-performing tools, equipment, and vehicles, we can bring this value to our coworkers and customers.



60

Landscape Management

Carry on with the Scheduled Maintenance Plan
Evaluate insect and disease programs and make necessary adjustments.

Irrigation Management

Carry on with Irrigation Inspections and Improvements.
Review Irrigation Audit Report with FHR
Present Proposals of necessary repairs by priority

Arbor Care

LMP Certified Arborist evaluates all trees on the property.
Offer a tree inventory and maintenance plan.
Provide proposals for any diseased, distressed, or dangerous trees.

Quality Inspection performed by LMP Management.

LMP + FHR Satisfaction Review

Review Monthly Quality Inspection Report
Review Fertilization and Pest Control Report
Review Soil & Compaction Analysis
Review Monthly Irrigation Report
Review deficiencies from the number of zones, faulty controllers, compromised lines, and potential improvements to hydro zoning practices.
Present Irrigation Recommendations for review and implementation approval.

Submit Weekly Work Journal

Provide a summary of work performed with notification of any problem areas.

Attend Board meetings

90

Carry on with Landscape and Irrigation Management Schedule

Quality Inspection performed by LMP Management

LMP 90-Day Satisfaction Review

Review details discussed during the initial meeting.
Ensure the maintenance team is completing objectives, showing attention to detail, and that any major/minor issues with the landscape have been addressed.
Review All Reporting

Submit Weekly Work Journal

Provide a summary of work performed with notification of any problem areas.

Attend Board meetings

6 Month Touchpoint Satisfaction Survey



LONG-TERM PLANNING

Landscape design often incorporates twice the amount of plant material that will be sustainable when mature. In addition, proper soil development is ignored, and drainage problems are poorly understood once the site is completed. LMP can provide a long-term (3-5 years) management plan to guide you through these and other common landscape problems without starting over.



IMPROVING THE BUDGET

We are dedicated to helping you achieve your goals by consistently delivering proactive solutions that enhance operational savings, improve year-round aesthetics, and increase value. By effectively managing fixed and variable costs, we provide transparent budgets that eliminate surprises, allowing you to plan ahead and allocate your budget dollars wisely.

NATURAL DISASTER EMERGENCY RESPONSE PLAN

Minor, Major, or Catastrophic



Fire



Tropical Storm



Hurricane



Storm Surge



Safety Hazards



Tree Down

Having assisted with innumerable post-storm clean-up efforts and witnessed first-hand the force of hurricanes up-and-down the West Coast, LMP is well-positioned to quickly mobilize equipment and deploy crews to aid emergency responders, open roadways, and keep essential services running.

Our disaster response crews quickly and efficiently take care of your urgent cleanup and removal needs when there is no time to wait. Our equipment inventory includes bucket trucks, grapple trucks, chipper trucks, dump trailers, bobcats, chainsaws, and everything you need for storm cleanup and debris removal.

PRE-DISASTER

Depending on the disaster's location and magnitude, we will establish a support plan with all three branches.

Communication during a disaster is critical, but sometimes our communication can get disrupted during severe weather. We ask that you let us know the best way to contact you after a storm so we can report onsite in a timely manner when it's safe to do so.

The Irrigation team will shut down Pump Stations.

As needed, we'll secure any newly installed materials, such as palms or trees.

POST-DISASTER

1

ACCESSIBILITY

Remove debris and obstructions from roadways allowing for safe vehicle access.

Notify Property Manager of any hazardous areas.

Removing tree hazards causing or leading to unsafe conditions, such as limbs and trunks on top of buildings, power lines, blocking roads, or leaning in precarious situations.

2

IMMINENT DANGER

Analyze common area trees that are failing or leaning tree risks and act accordingly.

Remove debris from sidewalks and walkways.

Trim broken and hanging branches.

3

DEBRIS CLEARANCE

Debris clean-up and disposal from grounds and common areas

COSMETIC DAMAGE

Assess damage to plant materials and salvage when possible.

Resume irrigation schedule or adjust if grounds have flooded.

FINAL INSPECTION

Property inspection after all clean-up is complete.

SECTION 2 | LANDSCAPE MANAGEMENT SERVICES

Our teams are trained in comprehensive landscape maintenance protocols, from policing a property to removing all debris and hazards.

LANDSCAPE MAINTENANCE

TURF MAINTENANCE

Weekly commercial lawn care services consist of mowing all grass areas, edging line trimming, blowing debris off hard surfaces, and spraying selective weed control.

LAWN MOWING

Lawn Mowing Services are performed by trained and experienced employees.

We cut the right amount at the right time, taking great care in providing our clients with a lawn that is well-manicured and evenly cut.

Mowing is performed with specified mower types and blades sharpened daily to provide a quality cut.

We rotate our mowing patterns to minimize scalping and rutting by mower wheels and to minimize soil compaction.

EDGING & TRIMMING

Turfgrass edges along hardscaping are edged vertically, ensuring your property is perfectly manicured.

We carefully trim around plant material, boulders, and other landscape elements.

All hard surfaces (driveways, sidewalks, and curb lines) will be blown clean of grass clippings.

BED MAINTENANCE

Our pruning programs are designed to maintain your plant's natural form and a neat, healthy appearance.

We remove weeds every time we are on-site.

We address insect pest and disease symptoms early before they become a problem.

FERTILIZATION, WEED & PEST CONTROL

Our Lawn and Ornamental Care starts from the ground up.

SOIL TESTING PROGRAM

Good soil grows good plants and grass, which is why we begin every new landscape contract with a soil analysis.

This will tell us the ph of the soil, the amount of different nutrients needed, and whether or not those nutrients are at the proper ratios.

INTEGRATED PEST MANAGEMENT

To successfully manage pests, it is crucial to have a practical solution that is executed properly. The most favorable outcomes are achieved when the client and LMP clearly understand the program's objectives and work together to implement them. This partnership enables us to handle pest issues proactively by controlling infestations and quickly addressing conditions that may lead to further infestations.

LMP takes pride in its ability to customize IPM programs to each customer's specific needs. This involves providing clear and easy-to-understand findings and recommendations, training employees, and continually evaluating the program to make any necessary adjustments.

FERTILIZATION PROGRAM

The lawn program is designed to provide timely fertilizer and weed control applications to give you the healthiest lawn possible while keeping weeds in check.

INSECT & PEST CONTROL PROGRAM

Designed for a healthy, pest-free lawn and trees and shrubs, using premium products, advanced techniques, and well trained personnel.

FIRE ANT MANAGEMENT

Fire ants don't feed on landscape plants but infest landscapes that, cause painful stings to people and pets. Fire ants can be life-threatening to people who have allergic reactions to stings. LMP offers safe and effective treatments that will suppress fire ants.



ARBOR CARE

LMP offers a complete line of arboriculture services to our commercial customers. Our team is trained and certified, and all operations are conducted with exceptional attention to all surroundings. We utilize the industry's best safety practices and are licensed and insured.

TREE HEALTH

- Tree Assessment
- Structural Restoration
- Tree Trimming & Pruning
- Fertilization
- Injections
- Aeration
- Disease & Diagnosis
- Cabling & Bracing
- Preservation

EMERGENCY SERVICE

- Hazardous Tree Removal
- 24-7 Emergency Tree Service
- Storm Damage Services

TREE MAINTENANCE

- Plant & Tree Installations
- Palm Tree Services
- Stump Grinding
- De-Mossing
- Debris Removal
- Chipping
- Forestry Mulching
- Root Pruning & Air Spading
- Tree & Palm Removal



Tyree Brown

ISA® Certified Arborist - FL-6680A...since 2014

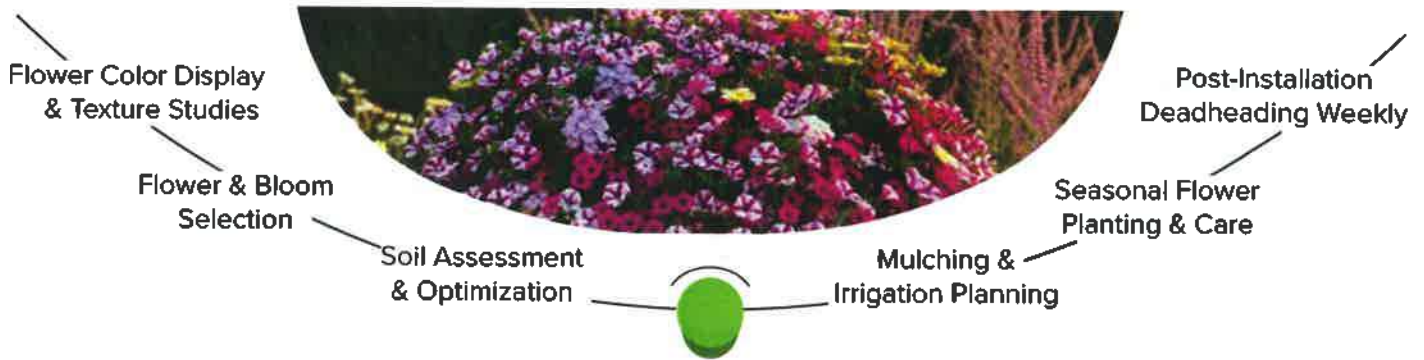
ISA® Tree Risk Assessment Qualified...since 2015

FNGLA Certified Horticulture Professional - H09128...since 2012



FLORICULTURE SERVICES

Our floriculture services include design, installation, maintenance, and insect and disease control. Whether planted in garden beds or arranged in flowerpots, seasonal color can provide that extra something to enhance your landscape. Our design experts will work with you to design the right color program for your common areas.



MAINTAINING TRAILS & NATURAL AREAS

Designated natural and preserved areas should be primarily for wildlife use and managed and maintained with that purpose in mind.

Buffers generally do not need to be “cleaned” up. Instead, buffers should be maintained naturally because they are essential for protecting interior habitats. Buffers are commonly pine-flatwood habitats that provide an upland component to the adjacent wetland ecosystem. Leaving the buffer in its natural state encourages the decomposition cycle, an essential biological process that creates microhabitats, food sources, nesting areas, and denning areas, returning nutrients to the soil.

Sustainable maintenance protects and enhances natural resources. While natural habitats often survive independently, expert intervention can help them flourish. Our team includes ISA Certified Arborists, Horticulturists, and other professionals who offer quality natural areas management services.

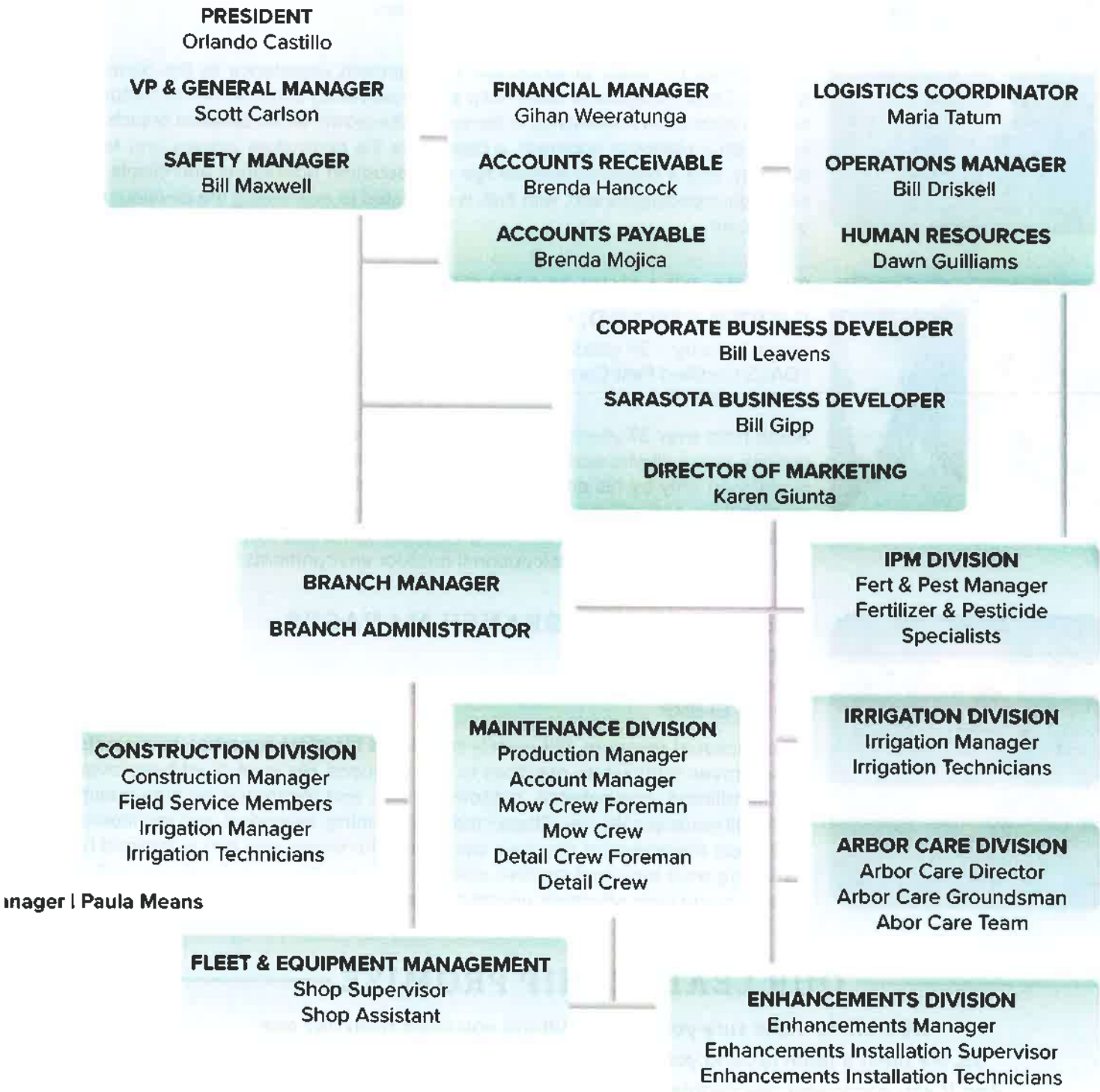
SECTION 3 | MEET YOUR PARTNERS

LMP ACCOUNT MANAGEMENT

ALIGNING PEOPLE

ALIGNING INFORMATION

ALIGNING ACTIONS





DEDICATION AT WORK FOR YOU



Clear Value. Consistent Results. Quality Customer Care.

HIGH-PERFORMANCE CREW MEMBERS

At LMP, Team building is an ongoing process. We regularly evaluate individual and team performance and encourage each other to set and achieve personal and professional goals building upon a cohesive and supportive team environment. The result is a strong work ethic among all teams that focuses on results and shared recognition of team successes.



“We have created an environment where team members can achieve more than they believed possible. Dedication, team spirit, and accomplishments are seen every day at LMP, and so are the opportunities that accompany those traits.”
– Scott Carlson, VP & GM





A WATER-WISE IRRIGATION

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

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



Dover Irrigation Manager: Sergio Uresti
 Pasco Irrigation Manager: Kevin Pajala
 Sarasota Irrigation Manager: Jonathan Lopez
 Certified Irrigation Contractor: Sam Martel



Irrigation Design



Irrigation Installation



Hunter Core Product Specialist



Hunter Advanced Product Specialist



I-Core DUAL Decoder Specialist



ACC & Two-Wire Specialist



X2™ Specialist



Centralus Irrigation Management



EZ Decoder System Specialist



Hydrowise Specialist



LANDSCAPE MAINTENANCE EQUIPMENT

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



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

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



2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

OCC CODE 330 000010 NURSERY/PLANT

ACCOUNT NO. 241480
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

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

2022 - 2023

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

Paid 21-0-596885
09/13/2022 70.00

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
913-426-4289
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

OCC CODE 200.030001 LAWN MOWING/LANDSCAPING SERVICE MORE THAN 3 EMPLOYEES Employee

ACCOUNT NO. 25734
RENEWAL

Receipt Fee 150.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

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

2022 - 2023

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

Paid 21-0-601508
09/15/2022 190.00

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
913-426-4289
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

OCC CODE 330.001009 RETAIL STORE WITHOUT HAZARDOUS WASTE SURCHARGE

ACCOUNT NO. 216156
RENEWAL

Receipt Fee 30.00
Hazardous Waste Surcharge 0.00
Law Library Fee 0.00

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

2022 - 2023

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

Paid 21-0-601508
09/15/2022 30.00

BUSINESS TAX RECEIPT NANCY C MILLAN, TAX COLLECTOR
913-426-4289
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

PASCO COUNTY BUSINESS TAX RECEIPT 2023 Expires September 30th

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

ACCOUNT #: 89302
SC CODE: 0781 01

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS LANDSCAPING SERVICE
STATE LICENSE # /or COUNTY COMP CARD #

OWNER/QUALIFYING AGENT CASTILLO ORLANDO JR. CARLSON SC
LOCATION ADDRESS 26324 WESLEY CHAPEL BLVD LUTZ, FL 33556-7208

LANDSCAPE MAINTENANCE PROFESSIONALS INC
PO BOX 267 SEFFNER, FL 33583 0267

MOBILE BUSINESS
DATE RECEIPT AMOUNT
09/22/2022 22-0-137794 113.75



CITY OF CLEARWATER
 Planning & Development Division
 Post Office Box 4748, Clearwater, Florida 34756-4748
 35000 North US Highway, 100 Service Street, Clearwater, Florida 34756
 Telephone (727) 462-4004

REG-0023975

2022-2023 BUSINESS REGISTRATION

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

Owner Name/Address
LANDSCAPE MAINTENANCE PROFESSIONALS INC
 P O BOX 287
 SEFFNER, FL 33683

Business Name
LANDSCAPE MAINTENANCE PROFESSIONALS INC
 REGISTRATION

Category: **038328 Contractor: Landscaping/tree surgery** Quantity:
038338 Contractor: Lawn, yard and garden care
 REGISTRATION / HILLSBOROUGH CO / DACS 888798-8
CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE
2022-2023	October 1, 2022	September 30, 2023	October 12, 2022
Registration Fee	20715	\$69160	28.00 28.00
TOTAL RECEIVED		28.00	

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

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

000-APPENDIX

Lina A. Clayton

**State of Florida
 Department of State**

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

The document number of this corporation is **P99000109381**.

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

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of June, 2022



Ronald DeBevoise
 Secretary of State

Tracking Number: 3002353492CU

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

<https://www.sunbiz.org/Filing/CertificateOfStatus/CertFromGAWeb000001.htm>

**STATE OF FLORIDA
 DEPARTMENT OF HEALTH
 Operating Permit**

29-57-001419 29-810-610088

United Use Water - LU Commercial

Issued To: **Landscape Maintenance Professionals (Castillo, Orlando)**
 13070 US 92 Highway
 Dover, FL 33527

County: Hillsborough
 Amount Paid: \$140.00
 Date Paid: 09/08/2022
 Issue Date: 10/01/2022
 Permit Expires On: 09/30/2023

Mail To: **Orlando Castillo (Landscape Maintenance Professionals, Inc)**
 PO Box 287
 Seffner, FL 33683

Issued By:
 Department of Health in Hillsborough County
 P O Box 5135
 Tampa, FL 33675
 (813) 307-8069

Owner: **Landscape Maintenance Professionals, Inc (Castillo, Orlando)**

**STATE OF FLORIDA
 DEPARTMENT OF HEALTH
 Operating Permit**

29-QH-041392 29-810-6105141

OBTDS - Operating - Industrial or Manufacturing

Issued To: **Landscape Maintenance Professionals, Inc.**
 13050 E US 92 Highway
 Dover, FL 33527

County: Hillsborough
 Amount Paid: \$150.00
 Date Paid: 09/08/2022
 Issue Date: 10/01/2022
 Permit Expires On: 09/30/2023

Mail To: **Landscape Maintenance Professionals, Inc.**
 13050 E US 92 Highway
 Dover, FL 33527

Issued By:
 Department of Health in Hillsborough County
 P O Box 5135
 Tampa, FL 33675
 (813) 307-8069

Owner: **Landscape Maintenance Professionals Inc. ()**



Heritage Isles Golf & Country Club Community Development District

Management | Inframark
Telephone | (813) 907-7388
Contract Start Date | October 1, 2009

Contact | Rich Unger, Director of CDD Operations
Email | HManager@hicdd.org
Contract Value | \$250,000.00



Cory Lakes Community Development District

Management | Wrathell, Hunt & Associates
Telephone | (813) 924-4673
Contract Start Date | December 1, 2010

Contact | John Hall
Email | clcddfm@corylakescdd.net
Contract Value | \$343,900.00



The Starkey Ranch Community Development District

Management | Wrathall, Hunt & Associates
Telephone | (813) 399-0865
Contract Start Date | January 1, 2023

Contact | Barry Mazzone
Email | mazonib@whhassociates.com
Contract Value | \$1,850,000.00





Hunter's Green Community Association

Self-Managed
Telephone | (813) 991-4818
Contract Start Date | March 1, 2022

Contact | Wally Switzer
Email | wswitzer@huntersgreen.com



Harrison Ranch Community Development District

Management | Rizzetta & Company, Inc.
Telephone | (813) 658-6048
Contract Start Date | November 18, 2019

Contact | Taylor Nielsen
Email | tnielsen@rizzetta.com
Contract Value | \$411,697.00



Venetian Community Development District

Management | Rizzetta & Company, Inc.
Telephone | (941) 485-8500
Contract Start Date | September 26, 2019

Contact | Keith Livermore, District Field Manager
Email | fieldmanager@vcdd.org
Contract Value | \$332,845.00





Urban Centre

Management | Franklin Street Real Estate
Telephone | (813) 839-7300
Contract Start Date | July 1, 2009

Contact | Amy Hewitt
Email | amy.hewitt@franklinst.com



Tampa Bay Park Corporate Center

Management | Highwood Properties
Telephone | (813) 876-7000
Contract Start Date | April 1, 2001

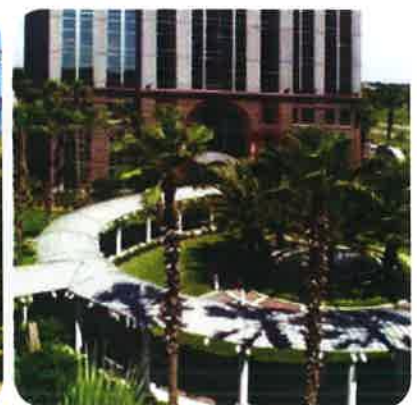
Contact | Mike Dean
Email | michael.dean@highwoods.com



Corporate Center at International Park

Management | Cousins Properties
Telephone | (813) 421-8702
Contract Start Date | March 15, 2013

Contact | Don Stupp
Email | dstupp@cousins.com





Cypress Creek Town Center

Management Company | Sierra Properties
Telephone | (813) 484-2288
Contract Start Date | February 1, 2015

Contact | Brent Whitley
Email | brentwhitley@sierra-properties.com



The Amalfi Clearwater

Management | Richman Properties Services
Telephone | (727) 224-6050
Contract Start Date | February 1, 2012

Contact | Brian Murphree
Email | murphreeb@richmanmgt.com



**Thank you for allowing us to
showcase our landscape solutions
for your property.**

**We appreciate your time and consideration.
Please don't hesitate to reach out if you have any questions.**

**Bill Gipp, Director of Business Development
Bill.Gipp@LMPPRO.com | (941) 556-9404**

HERITAGE LAKE PARK CDD | Narrative

PERSONNEL

The individual who will be responsible for directly managing this account will be Sergio Rojas. Sergio has been with LMP for 8+ years, and during this tenure, he has extensive experience managing extensive CDD districts and HOA's. His attention to detail and his communication separate Sergio from other Account Managers in the industry. He is very personable and is not afraid to get his hands dirty when needed. Sergio understands that relationships are the essential facet of our business. He strives to instill this on every property he is involved with and is the foundation in which he manages.

The LMP local office that will be servicing Heritage Lake Park CDD is approximately 30 minutes away, on Rome Ave. Sarasota, near I-75, affording us the ability to mobilize very quickly to go in any direction. For Heritage Lake Park CDD, we intend to use 1 maintenance crew of 4 to service the property over two (2) days. We have always felt that a smaller crew over multiple days does a much better job than a large crew in one day. Multiple days of service provide us the extra ability to pay close attention to items that we observed on our first day of service and address those items that same week as opposed to waiting until the following weeks to service. In addition, we will have two supervisors, including our Fertilizer/Pest Supervisor. As for trained technical staff, we will be utilizing additional skilled technicians to address the community's floral enhancements, fertilization, and pest control throughout the year.

SERVICE AND SITE SUPERVISION

LMP will be providing hard copies of our work activity reports to the property manager; applicable maintenance form, pest control forms, irrigation forms. The Sarasota Branch Manager, Chris Berry, will make weekly visits to the property, perform quality control checks, and ensure that the finer detail work is fulfilled. Your account manager will also conduct monthly Maintenance Quality Inspections (MQI), our in-house quality program where LMP performs a scored inspection, including pictures and detailed notes on observed issues. This inspection is provided to the property manager, LMP Corporate Management, and passed down to the maintenance crews as an "items to correct" punch list.

EXPERIENCE

LMP has been in business since 1991. We are a family-owned company based in Tampa with offices in Lutz and Dover and a branch in Sarasota. We employ over 220 employees and have roughly 100 trucks on the road each and every day. In our bid package, you will see a partial list of our various customers. I would encourage you to pick out any of those customers you would like to contact, and we will supply you with the contact information. This is how committed we are to our quality, as we firmly believe our customers will tell you just how pleased they are to have LMP as their landscape maintenance partner. Currently, we work with over 25+ Community Development Districts throughout the state of Florida.

HERITAGE LAKE PARK CDD | Narrative *continued*

SHRUB, BEDS & TREE RING WEED CONTROL PROGRAM

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

TURF WEED CONTROL PROGRAM

- LMP will implement a comprehensive turf weed control using a variety of control methods and Florida Best Management Practices (BMP).
- Spot applications of selective weed control; rotating products throughout the growing season as temperatures and weather conditions change. These applications will be conducted monthly and as needed.
- Broadcast weed control applications will be performed on areas where weeds have reached a threshold not controllable by spot applications only.
- Proper Irrigation: this practice limits the spread of dollar weed and sedges, two weed species that thrive when the turf is over-watered.
- Pre-emergent weed control: this would be a broad spectrum pre-emergent weed control product to reduce the amount of weed germination. Pre-emergent would be applied once the current turf broadleaf weed issues are brought under control. Applications would be conducted following contract specifications.
- Areas that have been treated with weed control will be flagged with the application date and time.

SOIL TESTING PROGRAM

- LMP will implement a comprehensive soil testing program to ensure that the custom-blended fertilizers that we plan to use are compatible with the current soil conditions.
- We plan to conduct these tests as needed to provide the optimum fertilization and soil amendment program for Heritage Lake Park CDD.

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Chris Berry	25	Branch Manager	Branch Operations Oversight
2 Ryan Eberly	5	Account Manager	Property Care Oversight
3 Jonathan Lopez	5	Irrigation Manager	Irrigation Operations Oversight
4 Scott Richardson	25	CPCO	Oversite Pest/Fert Operations
5 Eric Gorman		Production Manager	Field Operation Oversight

Proposed Staffing Levels

Landscape Maintenance staff will include; 5 laborers, 1 Supervisors, and 4 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Scott Richardson	25	Florida CPCO	Oversite of fert & Pest
2 Tyree Brown	30	ISA Certified Arborist	Arbor care Operations
3 Bill Maxwell	30	OSHA Training	Safety Director
4 Jonathan Lopez		Two Wire Specialist	Oversite of Irrigation

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

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

1. Project Name/Location: Willowbend HOA/Osprey FK
 Contact: Cherie Colvin Contact Phone: 941-361-1222
 Project Type/Description: Comprehensive Landscape and Irrigation maintenance
 Dollar Amount of Contract: \$420,960.00
 Your Company's Detailed Scope of Services for Project: Mowing of all turf areas, soft hard edging, detail of ornamental beds, trees and palm trimming, fertilization of turf and plant material. Inspection & maintenance of irrigation

 Duration of Contract: START DATE: 10/2018 END DATE: Current Contract

2. Project Name/Location: Fairway Commons HOA North Port FL
 Contact: Cherie Colvin Contact Phone: 941--361-1222
 Project Type/Description: Comprehensive Landscape and Irrigation system Maintenance
 Dollar Amount of Contract: \$426,540.00
 Your Company's Detailed Scope of Services for Project: Mowing of all turf areas edging, detail of ornamental beds, tree and palm trimming, fertilization of turf and all plant material
Inspection , Maintenance and repair of irrigation system

 Duration of Contract: START DATE: 1/2021 END DATE: Current Contract

3. Project Name/Location: Bobcat Trail CDD North Port
 Contact: Jeff Brall Contact Phone: 203-733-6314
 Project Type/Description: Comprehensive Landscape and Irrigation System Maintenance
 Dollar Amount of Contract: \$142,047.00

Experience cont.

Your Company's Detailed Scope of Services for Project: _____
Mowing of all turf areas, detail of ornamental beds, tree and palm trimming.
Fertilization of turf and other plant material
Irrigation maintenance and repair of system as needed

Duration of Contract: START DATE: 10/2019 END DATE: Current Contract

4. Project Name/Location: Waters Edge / Rivers Reach / Parrish FL
 Contact: Mic Sheppard Contact Phone: 813-408-0511
 Project Type/Description: Comprehensive Landscape and Irrigation maintenance
 Dollar Amount of Contract: \$120,884.00

Your Company's Detailed Scope of Services for Project: Mowing of all turf areas
detail of ornamentals, tree and palm trimming.
Fertilization of turf and other plant material
Inspection and maintenance of irrigation system, repair as needed

Duration of Contract: START DATE: 9/2018 END DATE: Current Contract

5. Project Name/Location: Harrison Ranch CDD / Parrish FL
 Contact: Mathew Huber Contact Phone: 941-776-9725
 Project Type/Description: Comprehensive Landscape and Irrigation Maintenance
 Dollar Amount of Contract: \$364,800.00

Your Company's Detailed Scope of Services for Project: Mowing of all turf areas,
hard and soft edging, detail of ornamentals, tree and palm trimming.
Fertilization of turf and ornamentals
Inspection ,maintenance and repair of irrigation system as needed

Duration of Contract: START DATE: 11/2018 END DATE: Current Contract

Experience cont.

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

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

If yes, please fill in information below:

Project Name/Location: Venetian Golf & River Club CDD, Venice FL

Contact: Keith Livermoore Phone: 208-996-7274 \$ amt.: \$408,780.00

Your company's Scope of Services for Project: Comprehensive Landscape and Irrigation maintenance

Duration of Contract: START DATE: 10/2018 END DATE: Current Contract

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

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

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

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

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

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

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

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

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

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

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

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated Dec. 16,1999 Charter No. P99000109381

6.2 If no, provide the following:

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

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(2020) \$14,901,029.00 , (2021) \$17,279,202.00 , (2022) \$19,338,166.00 .

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

General Liability	\$ 1,000,000.00
Automobile Liability	\$ 1,000,000.00
Umbrella Coverage	\$ 2,000,000.00
Workers Compensation	\$ 1,000,000.00
Expiration Date	08/01/2024

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

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

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years.
none

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

15. List five (5) current clients including contact persons and telephone numbers, as well as their contract value and length of service: Willowbend HOA \$420,906.00 Cheri Colvin 2018 present
 Fairway Commons, \$426,540.00 Cheri Colvin 941-361-1222 2020 to present
 Bobcat Trail CDD \$142,047.00 Jeff Brall 203-733-6314 2019 to present
 Waters Edge \$120,844.00 Mic Sheppard 813-408-0511 2018 to present
 Harrison Ranch \$361,477.00 Mathew Huber 941-776-9725 2018 to present
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
 Vizcaya of Bradenton, lost to low bidder
 Paul Sellars 941-755-2082
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Chris Berry	Branch Manager	
Name	Position	

Oversite of Branch Operations	25	3 plus
Type of Work	Yrs. Exp.	Yrs. With Firm

Ryan Eberly	Account Manager	
Name	Position	

Property Oversight	5	5
Type of Work	Yrs. Exp.	Yrs. With Firm

Scott Richardson	Fert/Pest manager CPCO	
Name	Position	

Fert. / Pest Oversight	25	2 plus
Type of Work	Yrs. Exp.	Yrs. With Firm

Jonathan Lopez	Irrigation manager	
Name	Position	

Irrigation Oversight	5	5
Type of Work	Yrs. Exp	Yrs. With Firm

Eric Gurman	Production Manager	
Name	Position	
Oversite	25	5
Type of Work	Yrs. Exp.	Yrs. With Firm

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

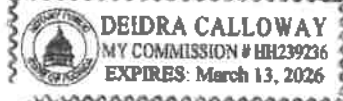
LANDSCAPE MAINTENANCE PROFESSIONALS, Inc. By: Scott A. [Signature]
 Name of Proposer Chief Operating Officer
 [Type Name and Title of Person Signing]

This 28th day of AUGUST, 2023.

(Corporate Seal)



Sworn to before me this 28th day of August, 2023.



(Seal)

DCalloway 3/13/26
 Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name Landscape Maintenance Professionals Date August 17, 2023

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Orlando Castillo	President	Oversite of Financial Operations	Palmetto FL
Scott A. Carlson	Vice President	Oversite of Business Operations	Lutz, FL
Bill Maxwell	Company Officer	Safety and Risk Manager	Appollo Beach FL
FOR PARENT COMPANY (if applicable)			

SPECIFICATIONS / SCOPE OF WORK

GRASS MAINTENANCE

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

ORNAMENTALS & PALMS

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

10' WALL BUFFER/OVERHANG

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

ANNUAL MULCH APPLICATION

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

FERTILIZER

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

PEST CONTROL

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

WEED CONTROL

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

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

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

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

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

PART 1

General Landscape Maintenance \$ 56,988.00 Yr

- Storm Cleanup \$55.00 / man hr \$ 200.00/hr (for equipment) (Bucket Truck)
- Freeze Protection (description of ability) LMP has the ability to respond quickly to apply freeze cloth. we can also purchase the cloth for the community as well and store it at our facility for use

\$ 750.00/application

- Cypress Mulch (All labor and materials) \$ 65.00 per cubic yard
- Palm Tree Trimming: Washingtonian Palms at \$55.00 Cabbage Palms at \$ 55.00
- 10' Buffer/Overhang \$ 2,185.00 per event

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

PART 2

Fertilization (All labor and materials) \$ 15,366.00 Yr
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

MONTH	FORMULA	TURF		
		APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	25-0-11	1 LB N 1000 sf	275 POUNDS	3,010.00
April	25-0-11	1 LB N 1000 sf	275 POUNDS	3,010.00
October	25-0-11	1 LB N 1000 sf	275 POUNDS	3,010.00
December	25-0-11	1 LB N 1000 sf	275 POUNDS	3,010.00

ORNAMENTALS				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	10-0-12	1.5 LB N/1000 SF	288 Pounds	\$392.00
May	10-0-12	1.5 LB N/1000SF	288 Pounds	\$392.00
Oct	10-0-12	1.5 LB N/ 1000SF	288 Pounds	\$392.00

PALMS AND SHRUBS				
MONTH	FORMULA	APPLICATION RATE (LBS. /100 SF PALM CANOPY/SHRUB)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	8-0-12	1.5 LB N/1000	270 Pounds	716.00
May	8-0-12	1.5 LB N/1000	270 Pounds	716.00
Oct	8-0-12	1.5 LB N/1000	270 Pounds	716.00

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

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

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

PART 3

Pest Control (All labor and materials)

\$ 646.00 Yr
(if entire pesticide allowance is required) *

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

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

\$ \$73,000.00 /YR

FIRST ANNUAL RENEWAL \$ 75,190.00 /Yr

SECOND ANNUAL RENEWAL \$ 77,445.00 /Yr

DISASTER RECOVERY ASSISTANCE SERVICES

Hourly rates for debris removal services:

\$ 55.00 /hour per man hour

\$ 200.00 hour for equipment operators including equipment costs (bucket

truck) Dump fees: \$ 500.00 per truckload for debris removal

Contractor/Firm Name Landscape Maintenance Professionals

Firm Address 1306 Rome Ave.

City/State/Zip Sarasota Fl. 34243

Phone Number 941-556-9404 Fax Number 813-757-6501

and Title of Representative Scott A. Carlson
(Please Print)

Representative's Signature Scott A. Carlson

Date 8-28-2023

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

- 1. N/A
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Dated this 28th day of AUGUST, 2023

AFFIDAVIT FOR CORPORATION

State of Florida ss
County of Hillsborough

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

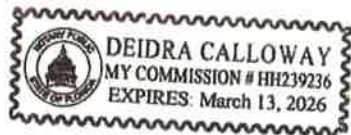
Scott A. Carlson

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 28th day of AUGUST 2023

Deidra Calloway 3/13/26
Notary Public/Expiration Date



(SEAL)

2:27 PM

Landscape Maintenance Professionals, Incorporated
Company All - Profit & Loss
 January through December 2022

03/06/23

Accrual Basis

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
7000 · Landscape Revenue	17,584,088.93
7020 · Subcontractor Services	1,799,537.22
7300 · Discounts & Allowances	-15,403.30
Total Income	<u>19,368,222.85</u>
Cost of Goods Sold	
7700 · COGS	14,258,860.69
Total COGS	<u>14,258,860.69</u>
Gross Profit	5,109,362.16
Expense	
66000 · Payroll Expenses	0.00
8000 · Admin - Labor	2,917,711.38
8100 · Admin - Building	314,758.29
8200 · Admin - Other Operating Expense	387,855.44
8260 · Auto Expenses	471,339.97
8300 · Admin - Marketing	39,840.06
8400 · Admin - Management Related	86,361.70
8500 · Admin - Human Resources	29,843.04
8600 · Branch Operating Expenses	64,551.20
8950 · Depreciation	366,853.34
9510 · Interest Expense	44,956.00
Total Expense	<u>4,724,070.42</u>
Net Ordinary Income	385,291.74
Other Income/Expense	
Other Income	
9000 · Other Income(Expense)	25,777.13
Total Other Income	25,777.13
Other Expense	
80000 · Ask My Accountant	352.00
Total Other Expense	<u>352.00</u>
Net Other Income	25,425.13
Net Income	<u><u>410,716.87</u></u>

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

Heritage Lake Park

25635 Heritage Lake Blvd

Punta Gorda , Florida 33983

Dear Board of Directors,

On behalf of the North Port BrightView Team, we are pleased to submit a proposal for landscape maintenance services for heritage Lakes Park District.

YOUR BRIGHTVIEW TEAM

BrightView understands the importance of taking a proactive approach and having a dedicated plan for landscaping in your community. Heritage Lakes will be managed by a team consisting of a dedicated account manager (Matt Ashley) and production manager (Jody Arvisu) their focus will be monitoring landscape maintenance and Matt will be your single point of contact. Mathew will visit the property weekly, providing proactive communication with the CDD Leadership to report BrightView maintenance activities throughout the week. Matt will provide documentation such as QSA (Quality Site Assessment) which is addressed later in this proposal. He will work closely with his team to maintain accurate schedules so the community can plan activities or events. Your A.M. will suggest landscape upgrades to the property, and make you aware of any other safety issues that may arise. Regularly scheduled meetings with you and/or the landscape committee will be arranged based on a mutually agreed upon time and frequency. We understand how critical it is for BV to be responsive to the needs of the community and direct communication is most important ingredient to the success of this partnership.

UNDERSTANDING OF SCOPE OF SERVICES

BrightView Landscape Services has thoroughly reviewed the Request for Proposal for the Heritage Lake Park. We have conducted site inspections which included measurements of all of the turf and bed areas, identified landscape inventory, and determined both material and labor costs required to effectively manage your property and to meet the requirements of this RFP. As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to the success of the community. When you partner with BrightView, you will have a team of local professionals dedicated to pro-actively maintaining the landscape and promoting Heritage Lake Park as a premier property in Charlotte County.

Thank you,

Senior Business Developer



QUALIFICATIONS

Enhancing the American landscape since 1939, BrightView Landscapes Services, Inc. maintains long-term relationships with its clients by offering the highest quality landscape management services at competitive rates. This formula has enabled BrightView to grow from a small family-owned business to the recognized national industry leader. Our services include landscape maintenance, landscape architecture and installation, irrigation and arborist services, forest management, sports turf care and snow management.

*BrightView's experienced, local teams ensure that your assets are more than simply maintained - they are enhanced to achieve maximum appeal. Whatever landscape challenges or opportunities you might have, BrightView's friendly staff will partner with you to accomplish your goals. **With 217 branch offices in 43 states**, BrightView's structure ensures quality and service are delivered by a local, well-trained and professional staff.*

*In the State of Florida we operate 35 branch offices and employ over **4500 team members during the height of the growing season**. Nationally we produce over **2.6 billion dollars in revenue and 500 million of revenue in Florida**.*

Our Values – *For over 85 years, BrightView has remained true to our company's values of trust, honesty, respect, teamwork and excellence. These values have been the cornerstone of the quality we deliver and the driving force behind our success as a leader in the landscape industry. We believe that our dedication to these values can be seen in both the quality of our work and our commitment to give back to our local communities.*

Our Culture – *We operate each day in a culture which has been nurtured for over 85 years. We treat our customers, employees and vendors as we would want to be treated. By doing business by the golden rule, we lead our industry in both annual contract renewals (customer satisfaction) and employee retention (employee satisfaction). Your company can count on BrightView to conduct our business with the highest of ethical standards.*

Organizational Structure – *BrightView's branch structure allows our teams to be small, responsive and geographically close to your sites. Behind all branches are major regions and markets which provide extensive resources in all areas including horticulture, management, equipment, leadership, ongoing training, education, human resources and financial management.*

Our Experience – *Doing business now for over 85 years, BrightView serves scores of Fortune 500 corporate headquarters, research & development centers, office parks, college campuses and other large prestigious properties. Chances are that when a problem arises, we have successfully solved it in the past. Through droughts and blizzards, prolonged rains, shrinking budgets, and emergencies of all descriptions, our tenured project management, supervisory staff and team have effectively and efficiently solved a similar problem.*

BRIGHTVIEW | E-VERIFY ID#13026

BRIGHTVIEW YOUR E-VERIFIED EMPLOYER



U.S. Citizenship
and Immigration
Services



FORM 19

Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 10/31/2022

START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employer must complete and sign Section 1 of Form I-9 no later than the first day of employment.)

Last Name (Family Name)		First Name (Given Name)	Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)		Apt. Number	City or Town	State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

1. A citizen of the United States

2. A noncitizen national of the United States (See instructions)

3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____

4. An alien authorized to work until expiration date, if applicable, mm/dd/yyyy): _____
Some aliens may write "NA" in the expiration date field. (See instructions)

Allies authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.

1. Alien Registration Number/USCIS Number: _____
OR
2. Form I-94 Admission Number: _____
OR
3. Foreign Passport Number: _____
Country of Issuance: _____

QR Code - Section 1
Do Not Write in This Space



- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organizations participation in E-Verify improves our ability to ensure the individuals we hire and are working on our client’s sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

BrightView has Florida Covered from Pensacola to Key West Agenda Page 204



BrightView Landscape Services has 35 locations in the Florida Market. There are 6 branches within a 45 mile radius of Heritage Lake Park in case of a Hurricane or Emergency.

North Port Branch 145 employees 36 local accounts

Englewood Branch 105 employees 32 local accounts

Sarasota Branch, 145 employees

Lakewood Ranch Branch, 105 employees Longboat Key Branch,

105 employees BrightView Tree Care Branch, 65 employees

SOUTHWEST FLORIDA – REFERENCE LIST

Heron Creek

5301 Heron Creek Blvd.
North Port Florida 34287
Steve Axelroad
Property Manager
770-826-2033

infocenter@heron-creek.com



Riverwood RCA

4250 Riverwood Drive
Port Charlotte Florida 33953
Susan Puleo
716-316-5654

susanpuleo@riverwoodfl.org



Babcock Ranch HOA

42850 Crescent Loop
Punta Gorda, Florida 33982
Greg Pankow
General Manager Kitson
941-676-7191

g.pankow@kitson.com

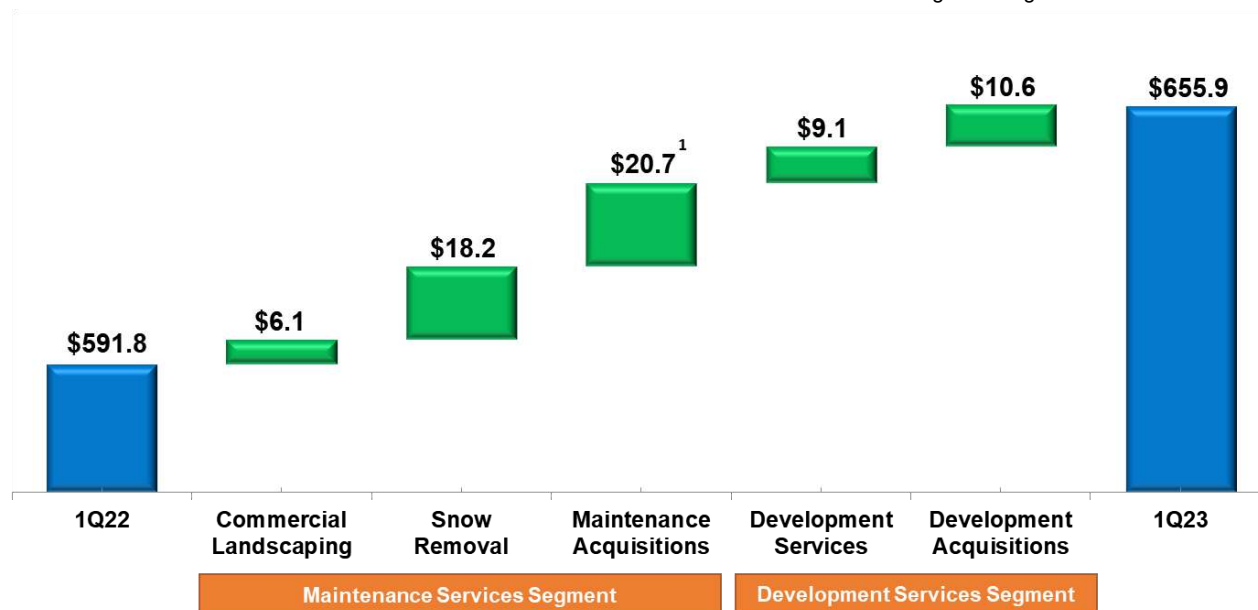


- Heron Creek is a full service maintenance HOA in North Port. BrightView services the property with a team of 28 dedicated employees. It encompasses irrigation, landscape maintenance, install and tree work. We have been servicing the property for over 15 years. It is a beautiful property with 850 homes vast common ground surrounding one of the best golf courses in SWFL.

- Riverwood, one of our largest communities in SWF, boasts an absolutely gorgeous golf course that is interwoven into and around the community. The mature plant material and turf provides a lush backdrop to the 1300 fully service landscaped homes. BrightView Landscape proudly manages landscape maintenance, irrigation install and maintenance, palm, tree and mulch application. Riverwood has a team of 35-40 team members servicing the property on a daily basis.

- Babcock Ranch is an exceptional community, the first solar powered fully operational community in America. BrightView and Babcock Ranch have partnered from the start going through extensive growth over the last 5 years. Scott Miller's team manages the entire community consisting of landscape maintenance, monthly irrigation management, turf care, landscape enhancement, tree and palm trimming. The dedicated team that services this great property consists of 65-70 team members everyday.

Fiscal 1Q23 - Total Revenue



Figures are in \$ millions, totals may not sum due to intercompany eliminations
¹Landscape Services \$13.1M, Snow Removal \$7.6M

(Numbers \$M)	1Q23	1Q22	Commentary
Total Revenue	\$655.9	\$591.8	<ul style="list-style-type: none"> • 10.8% Increase • 5.5% Total Organic Growth and M&A contribution of \$31.3M
Total Maintenance Services	\$483.2	\$438.2	<ul style="list-style-type: none"> • 10.3% Increase • 5.5% Organic Growth and M&A contribution of \$20.7M
Total Land	\$421.4	\$402.2	<ul style="list-style-type: none"> • 4.8% Increase; 1.5% organic growth
Total Snow	\$61.8	\$36.0	<ul style="list-style-type: none"> • 71.7% Increase; 50.5% organic growth
Development Services	\$174.4	\$154.7	<ul style="list-style-type: none"> • 12.7% Increase • 5.9% Organic Growth and M&A contribution of \$10.6M

1Q FY2023 Revenue



Standards of Excellent Quality

We developed a tool, **7 Standards of Excellence**, to initiate local conversations and deliver one consistent BrightView standard. Each crew is equipped with this tool, it matches up with our Quality Inspection (QI) report, and it ensures:

- Trained teams understand standards
- Trained teams understand site specific expectations
- Trained teams understand responsibility for meeting client expectation every day.



Flowers - Overall Details

Excellent	Fair	Poor
<ul style="list-style-type: none"> • Mulch beds to clean and weed free • A combination of mechanical and appropriate chemical methods have been used. 	<ul style="list-style-type: none"> • Mulch beds to clean (no weeds) 	<ul style="list-style-type: none"> • Poor selection of flowers and/or lack of proper detail • Overgrowth and/or weeds.

Excellent	Fair	Poor
<ul style="list-style-type: none"> • Excellent site with no trash and landscaping clean. 	<ul style="list-style-type: none"> • Little more weed and/or thatch than the many areas. 	<ul style="list-style-type: none"> • Weeds and/or thatch present • Does not meet client expectations.

Weed Free Beds

Excellent	Fair	Poor
<ul style="list-style-type: none"> • Mulch beds to clean and weed free • A combination of mechanical and appropriate chemical methods have been used. 	<ul style="list-style-type: none"> • Mulch beds to clean (no weeds) 	<ul style="list-style-type: none"> • Beds are full of weeds • Weeds have not been controlled mechanically or chemically.

Uniformly Cut Turf

Excellent	Fair	Poor
<ul style="list-style-type: none"> • Good mow pattern, strip detail • Turf color is vigorous and uniformly green 	<ul style="list-style-type: none"> • Some areas with mow pattern • Strips missing 	<ul style="list-style-type: none"> • Clippings visible, ruts or evidence of dull blades • Mow pattern is not crisp

A Trusted Advisor



SPORTS & LEISURE



Approximately

2,400

play environments including recreational and theme parks, sports environments including MLB, NFL and Olympic venues, plus the National Mall



RETAIL



Nearly

4,000

shopping environments nationwide



HOSPITALITY



100%

of top ten, third-party hotel management firms, plus nearly 2,000 properties including casinos, golf and destination resorts, and conference centers



RELIGIOUS



Serving

2,000

reflection environments nationwide including cemeteries, funeral homes and places of worship

A Trusted Advisor



RESIDENTIAL



Approximately

10,000

residential communities nationwide



COMMERCIAL



Nearly

14,000

office buildings, corporate campuses and industrial facilities



HEALTHCARE



60% of the top 25 health systems

40% of the top 25 skilled nursing facilities

1,300 recovery centers nationwide



EDUCATION



Over

400

higher education institutions nationwide

Our Framework

Our VISION



Our people create and maintain the best landscapes on Earth.

Our MISSION



To create customer value through engaged local teams, providing industry-leading landscape services.



Strategic IMPERATIVES

- Strong Leaders Not Accepting Mediocrity
- Ready, Trained, Safe & Enabled Crews
- Consistency in Quality, Service & Productivity
- Superior Financial Performance
- Intense Customer Focus



Leadership BEHAVIORS

- Instills Trust
- Focuses on Client
- Values Differences
- Builds Effective Teams
- Drives Engagement
- Ensures Accountability

When You Partner with BrightView

BrightView believes in supporting the wellness of our team members and their families. A competitive medical, dental, and vision benefits program is available to BrightView employees and participation in BrightView's 401(k) plan. A centrally administered equity program and customized training programs, as well as tuition assistance for those seeking additional education are available to all team members.

Employee Benefits

GROW (Growth in Relationships + Opportunities for Women). GROW's mission is to attract, promote, and retain women within BrightView. Led by a group of women committed to the mission – and who volunteer their time to ensure its success – GROW offers networking, professional development, and leadership opportunities for the women of BrightView. To date, more than 300 women have participated in professional development with hundreds more benefiting from online programs.

GROW

BV Foundation

The BrightView Landscapes Foundation is a 501(c)(3) charitable organization created to provide financial aid to BrightView team members or their family members who experience hardship, such as natural disasters, illnesses, injury and death. The Foundation is funded through donations from BrightView team members who have the option to participate via payroll deductions, as well as third party donors and matching contributions from the company.

BV Fund for Social Justice

The BrightView Fund for Social Justice supports organizations and initiatives that promote equality and inclusion in our local communities. BrightView is a diverse organization that seeks to be a part of positive change, helping bridge the social, educational, and economic gaps that divide us. The Fund exists to support social justice, education, and family needs in the communities in which we work and live. We will provide financial, in kind, and employment resources to empower those struggling with the consequences of injustice, helping them find ways to achieve their greatest potential.

SAFETY AND PRODUCTIVITY

Telematics is a GPS solution that helps ensure the safety and productivity of our team members. Over the last two years, BrightView Landscape Development has deployed telematics across its fleet of more than 1,000 vehicles and more than 1,200 pieces of equipment.



Safety isn't just a top priority at BrightView, it's a strategic imperative. For the third year in a row, the Delaware branch had zero total recordable incidents.



The daily morning pre assignment "stretch and flex" helps prevent soft tissue injuries and serves as an ideal time for discussing potential hazards and for rewarding team members who exemplify safe behaviors. As part of the daily morning stretch and flex routine, branch leadership shares a safety message with their teams.

SAFETY RECORD

At BrightView, we've created a culture that prioritizes safety. Inclusive of the past five years, our OSHA total recordable injury rate continues to fall significantly below the landscaping services industry average of 3.2.



Our focus on safety is a necessity to help ensure every team member goes home in the same condition in which they arrived that morning.

HOLLY WOONTON

Vice President, Environmental, Health, and Safety



A Structure Designed to Support

The team selected to maintain Heriatge Lake Park has the skills and experience necessary to meet your specific needs and expectations. Below is what you can learn to expect from each of the team members in place to support you.

CLIENT SERVICE TEAM

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> • Experienced landscape professionals at the heart of our company • Strong focus on attention to detail. • In charge of all ground work that will take place on site, including: mowing, blowing, edging, pruning, weeding and debris pick up. • Fulfill all contractual obligations and are directed by the Production Manager and Account Manager.
Crew Leader	<ul style="list-style-type: none"> • Ensures readiness of workers, tools, and materials • Trains field personnel • Performs and leads job specifications
Production Manager	<ul style="list-style-type: none"> • Manages and schedules crews • Ensures readiness of workers, tools and materials • Maintains safe working conditions • Trains field personnel • Ensures delivery of job specifications and quality
Account Manager	<ul style="list-style-type: none"> • Primary customer contact Matt Ashley • Accountable for customer satisfaction • Ensures compliance to job specifications and quality
Branch Manager	<ul style="list-style-type: none"> • "Christian Ibarra" ensures quality and efficient landscape management for clients • Consistently improves best practices within the service branch • Leads and supports all branch personnel
Vice President & General Manager	<ul style="list-style-type: none"> • "Mark Cruzan" ensures quality and efficient landscape management for clients • Responsible for supporting the entire market's successful operation



An Expansive & Dedicated Support Network

Our organizational structure enables us to pair the power of national resources with the know-how of local landscape experts. Focused on operating standards and procedures that drive consistency and predictable outcomes, we listen carefully and measure success against your standards.

We educate our employees – instilling knowledge, professionalism, and the confidence to effectively operate as an extension of your team. Senior leadership and account teams are accessible and involved. They ensure every team member understands your expectations and is empowered to exceed them.

We equip our teams with operating standards that allow them to safely and successfully execute performance delivery. We have invested in refining the science, technology, and human expertise behind our integrated capabilities to establish an operational model that is unlike any other in the industry. Designed to be highly efficient in helping clients reduce their operating expenses, this approach helps to effectively maintain and improve landscape conditions down to very last detail.





BrightPath: BrightView's Landscaper Development Program

BrightPath is a career path program designed to help crew team members grow their careers at BrightView. As a developmental tool, it also helps us **recruit, hire, and train** new crew team members. Through ongoing learning and coaching, team members learn new skills on-the-job and then demonstrate their progress. As crew members gain new skills, they earn opportunities for recognition and promotions.



BrightPath Focuses on Developing Skills in 8 Disciplines

Safety	Customer Care	Quality	Equipment Training & Certification
Truck & Trailer	Horticultural Practices	Irrigation	Leadership Behaviors

BrightPath helps Crew Members...

- Learn the business, meet our customer's needs and develop skills for a career at BrightView.
- Identify the skills and abilities needed to progress in their current role at BrightView as well as develop the skills they will need for the future.

BrightPath Benefits You by...

- Having trained, knowledgeable, and empowered team members working safely and productively on your site
- Ensuring consistent, high quality results on your property





Quality Site Assessments

Our Quality Site Assessment (QSA) is a proprietary tool we have developed to help best capture quality assessment practices. This allows us to share our findings with you easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency. This report includes:

- **'360 degree' site inspections, performed with designated site contact**
- **Observation images**
- **Notes on items already on our radar**
- **Recommendations that will give you a full view of your landscape**
- **Opportunity for site contact and Branch Account Manager to strategically discuss short and long-term plan for the site**
- **Tags photos with notes**
- **Electronically tracks carry-over items**
- **Results downloaded and can be electronically sent to other stakeholders**





Service You Can Rely On

Our hiring needs can rise and fall with seasonal demands. Being the largest landscape provider in the nation with over 85 years of experience in the industry, we have developed support systems and plans that ensure no matter the time of year, or the rate at which we grow, we are always able to fulfill our commitments and deliver you the highest level of service.

Recruiting & Hiring The Best Talent, Year-Round

- Our hiring & recruiting practices are highly focused in order to get the most talented team members. We also partner with Universities, Community Colleges, and Trade Schools.

BrightPath

- BrightPath is a career path program designed to help crew team members grow their careers at BrightView. As a developmental tool, it also helps us **recruit, hire, and train** new crew team members.

Career Oriented Employees

- **No lay offs**

H-2B Seasonal Guest Worker Program

- BrightView has been a long-time supporter of and participant in the H-2B nonimmigrant program. Permitting us to temporarily hire nonimmigrants to join our teams in performing landscape maintenance services. During peak seasons, our H-2B team members offer a tremendous amount of support and expertise to our services.

Our Branch Network

- As a national company with local operations, we are able to shift our employee base and relocate individuals to various markets where our service demand is higher.

LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card – Construction Safety and Health
- FL Pesticide Applicator Certificate – Registered Tech
- BVLS – Excavation Safety – Competent Person Training
- BVLS – Forklift Safety – Trainer
- BVLS Fall Protection Training
- BVLS Fall Protection – Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamental
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 35 years of experience in the green industry
- Degreed horticulturalist
- Masters of Business Administration



**American
Red Cross**
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



**Temporary Traffic Control
(Maintenance of Traffic)
Training Handbook**

OFFICE OF DESIGN - ROADWAY STANDARDS SECTION
JANUARY 2016
TALLAHASSEE, FLORIDA



FEMA



**NATIONAL
ASSOCIATION OF
LANDSCAPE
PROFESSIONALS**



This is to Certify that

RON DEWICK

has successfully completed the requirements outlined in the Rain Bird Academy Guide for:

212 -ESP-LXD TRAINING

02/03/2011



Robert Pfeil, Manager, Training Services, Rain Bird Services Corporation

RAIN  BIRD®

Best Management Practices



John Sparks

BMP



Jeff Billinger

BMP



Tim Swafford

BMP



State of

Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

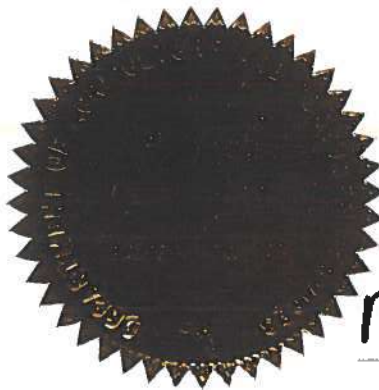
Number: JF283148

MARTIN JACOB RHINES

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

Lawn and Ornamental

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



Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

In Testimony Whereof, Witness this signature at Tallahassee, Florida on March 20, 2019

Sarah R. Oglesby

Chief, Bureau of Licensing and Enforcement

Certificate of Completion

Paul M. Aponte

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

04/27/2023

8

Kenneth Boehle

39506

Date Expires

FDOT Provider #

Instructor

Certificate #



MTC Traffic & Workforce Safety Program
6305 S.R. 70 E.
Bradenton, FL 34203
www.manateetech.edu
koperr@manateeschools.net



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

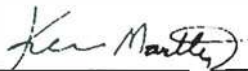
www.motadmin.com


INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Martin Jacob Rhines

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




Kevin Martie
Director of Credentialing
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

FL-9420A
Certification Number

3 Nov 2018
Certified Since

31 Dec 2021
Expiration Date



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



State of

Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

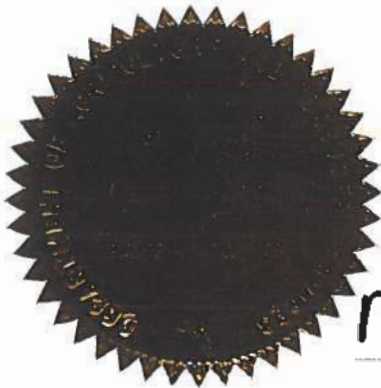
Number: JF283148

MARTIN JACOB RHINES

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Lawn and Ornamental

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



nicole fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

In Testimony Whereof, Witness this signature at Tallahassee, Florida on March 20, 2019

Sarah R. Oglesby

Chief, Bureau of Licensing and Enforcement



Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/20/2020

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED BrightView Landscape Services, Inc. Location #34430 550 Theresa Blvd Port Charlotte FL 33954 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Guarantee & Liability Ins Co	26247
	INSURER B: ACE American Insurance Company	22667
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570073066412 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG710 SIR applies per policy terms & conditions	75771 10/01/2019	10/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			SCA H09090538	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			AUC508596814	10/01/2019	10/01/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC48583404 WC - AOS SCFC48583428 WC - WI	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

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

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>

Holder Identifier : BCC

Certificate No. : 570073066412



REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES FOR:
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT
Charlotte County, Florida

Notice is hereby given that the **Heritage Lake Park Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape maintenance services for certain lands within the District.

The Request for Proposals for Landscape Maintenance Services (“RFP”) will be available beginning Friday, August 4, 2023, at 9:30 a.m., from the District’s website (www.hlp-cdd.com) or by contacting the District Manager, Justin Faircloth via e-mail at Justin.Faircloth@inframark.com.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must meet the following qualifications: (i) fully licensed and insured, (ii) 10 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the District project, with verifiable references for those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

Firms desiring to provide services for this project must submit one (1) original, six (6) hard copies and one (1) digital copy (in the form of a flash drive or CD) of the required proposal no later than 12:00 p.m., Friday, September 1, 2023, at the offices of the District Manager, Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be shipped, mailed or hand-delivered. No facsimile, electronic or other type of submittals will be accepted. Proposals will be publicly opened at the time and date stipulated above or as soon thereafter as possible; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Rankings will be made on the basis of qualifications according to the Evaluation Criteria contained within the RFP. The District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with the subject award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion whether or not reasonable it is in the District’s best interest to do so. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Justin Faircloth at Justin.Faircloth@inframark.com. Questions received after 4:00 p.m., August 18, 2023, will not be answered. Answers to all questions will be provided to all proposers via e-mail by 5:00 p.m., August 23, 2023.

Heritage Lake Park Community Development District
Justin Faircloth, District Manager, Run Date: August 4, 2023

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Services Charlotte County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than 12:00 p.m., Friday, September 1, 2023, at the offices of the District Manager, Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the Request for Proposals (RFP), read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the RFP are to be directed in writing, via e-mail only, to Justin Faircloth at Justin.Faircloth@inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the RFP. Questions received after 4:00 p.m., August 18, 2023, will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m., August 23, 2023. Only questions answered by formal

written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, six (6) hard copies and one digital copy in the form of a flash drive or CD of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Heritage Lake Park Community Development District – Landscape Maintenance Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the RFP and that the proposal is made in accordance therewith. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance services. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the RFP.

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, whether or not reasonable, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 12. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the RFP. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s ability to meet the insurance coverage

requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 14. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the RFP:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein including the size of crew(s) and how many days a week workers will be on property.
- B. Completed price proposal (form attached).
- C. List position or title, corporate responsibilities and years experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number or e-mail address of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided (or is currently providing) landscape maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of Proposer's insurance certificate indicating the types of coverage and limits for general, property, umbrella, and automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the RFP.

SECTION 15. PROTESTS. Any protest regarding proposal rejection, or a proposal award, or the RFP, including specifications or other requirements contained in the RFP, must be filed in writing, within seventy-two (72) hours after the receipt of the notice of the District's decision and must be filed at the offices of the District Manager, Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar

days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 16. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the RFP. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite specific Proposers for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the District Manager for questions relating to this project. Anyone attempting to lobby District representatives will be disqualified.

SECTION 17. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 18. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 19. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the RFP is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their proposal. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 20. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SECTION 21. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies

during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

SECTION 22. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 23. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Mark Cruzan</u>	<u>32</u>	<u>Vice President General Mgr</u>	<u>Operations SWFL</u>
2. <u>Christian Ibarra</u>	<u>16</u>	<u>Sr. BM Turf Degree BMP</u>	<u>Operations North Port / Englewood</u>
3. <u>Matt Ashley</u>	<u>5</u>	<u>Account Manager BMP</u>	<u>Point of Contact</u>
4. <u>Paul Aponte</u>	<u>12</u>	<u>Landscape Manager BMP</u>	<u>Landscape Installs</u>
5. <u>Timothy Swafford</u>	<u>10</u>	<u>Assistant BM CPCO</u>	<u>Operations Turf Supervisor</u>

Proposed Staffing Levels

Landscape Maintenance staff will include; 4 laborers, 1 Supervisors, and 2 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. <u>Jake Rhines</u>	<u>11</u>	<u>Tree Manager/ Arborist</u>	<u>Tree Care Mgr.</u>
2. <u>Cal Leggit</u>	<u>15</u>	<u>Turf Manager / CPCO</u>	<u>State of Florida Turf Manager</u>
3. <u>Angel Gonzales</u>	<u>20</u>	<u>Irrigation Manager / 2 wire</u>	<u>Supervise all Irrigation Team</u>
4. <u>Sam Passafiume</u>	<u>35</u>	<u>Sr. BD / BMP CPCO</u>	<u>Oversee the job</u>

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

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

1. Project Name/Location: Babcock Ranch ISD
 Contact: James Carey Contact Phone: 941-676-7191
 Project Type/Description: CDD for all Roadways and Common Area
 Dollar Amount of Contract: 2,500,000
 Your Company's Detailed Scope of Services for Project: Full service maintenance irrigation, tree work, turf management, mulch, palm trimming and porter service

 Duration of Contract: START DATE: 1/1/2020 END DATE on going

2. Project Name/Location: Charlotte County Mowing
 Contact: Kathleen Lindback Contact Phone: 941-743-1376
 Project Type/Description: County Mowing
 Dollar Amount of Contract: 3,600,000
 Your Company's Detailed Scope of Services for Project: Full service maintenance

 Duration of Contract: START DATE: 1/1/2017 END DATE: on going

3. Project Name/Location: Heron Creek HOA
 Contact: Steve Axelrod Contact Phone: 770-826-2033
 Project Type/Description: HOA Full Service Maintenance
 Dollar Amount of Contract: 2,000,000

Experience cont.

Your Company's Detailed Scope of Services for Project: Full Service HOA Maintenance

Duration of Contract: START DATE: 1/1/2005 END DATE: on going

4. Project Name/Location: Riverwood HOA

Contact: Susan Puleo Contact Phone: 716-316-5654

Project Type/Description: HOA Full Service

Dollar Amount of Contract: 1,500,000

Your Company's Detailed Scope of Services for Project: Full Service landscape maintenance

Duration of Contract: START DATE: 1/1/2017 END DATE: on going

5. Project Name/Location: City of North Port

Contact: Nicole Brown Contact Phone: 941-429-7049

Project Type/Description: Full service mowing

Dollar Amount of Contract: 100,000

Your Company's Detailed Scope of Services for Project: Mowing of City Buildings Full maintenance

Duration of Contract: START DATE: 4/1/2023 END DATE: on going

Experience cont.

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

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

If yes, please fill in information below:

Project Name/Location: Babcock Ranch ISD

Contact: James Craey Phone: 941-676-7191 \$ amt.: 2,500,000

Your company's Scope of Services for Project: Full service maintenance

Duration of Contract: START DATE: 1/1/2020 END DATE: on going

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated December 15, 1988 Charter No. K51636

6.2 If no, provide the following:

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

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(2020) 1,900,000,000, (2021) 2,100,000,000, (2022) 2,200,000,000.

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

General Liability	\$ <u>1,000,000</u>
Automobile Liability	\$ <u>1,000,000</u>
Umbrella Coverage	\$ <u>3,000,000</u>
Workers Compensation	\$ <u>5,000,000</u>
Expiration Date	<u>10/1/2023</u>

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

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

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

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

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years. None

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

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: Please see listed Properties and References
Charlotte County City of North Port
Heron Creek
Riverwood HOA
Babcock Ranch

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
N/A

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

<u>Mark Cruzan</u>	<u>Vice President SWFL</u>
Name	Position

<u>Operations Supervision</u>	<u>32</u>	<u>32</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Christian Ibarra</u>	<u>Sr. Branch Manager</u>
Name	Position

<u>Senior Operations</u>	<u>20</u>	<u>18</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Paul Aponte</u>	<u>Enhancement Manager</u>
Name	Position

<u>landscape manager</u>	<u>14</u>	<u>12</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Matt Ashley</u>	<u>Account Manager</u>
Name	Position

<u>Operations</u>	<u>5</u>	<u>5</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

<u>Jody Arvisu</u>	<u>Production Manager</u>	
Name	Position	
<u>Operations</u>	<u>11</u>	<u>11</u>
Type of Work	Yrs. Exp.	Yrs. With Firm

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

BrightView Landscape Services, Inc.
Name of Proposer

By: Sam Passafiume
Sam Passafiume/ Sr. Business Developer
[Type Name and Title of Person Signing]

This _____ day of _____, 2023.

(Corporate Seal)

Sworn to before me this _____ day of _____, 2023.

(Seal) Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name_____

Date_____

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SPECIFICATIONS / SCOPE OF WORK

GRASS MAINTENANCE

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

ORNAMENTALS & PALMS

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

10' WALL BUFFER/OVERHANG

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

ANNUAL MULCH APPLICATION

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

FERTILIZER

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

PEST CONTROL

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

WEED CONTROL

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

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

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

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

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

PART 1

General Landscape Maintenance \$ 65,300 Yr

- Storm Cleanup \$ 65 / man hr \$ 175 /hr (for equipment)

- Freeze Protection (description of ability) Covering up plant material with burlap, running irrigation applying anti-desicant

\$ 11,100/application (Mulch)

- Cypress Mulch (All labor and materials) \$ 60.00 per cubic yard

- Palm Tree Trimming: Washingtonian Palms at \$ 55 Cabbage Palms at \$ 27

- 10' Buffer/Overhang \$ 3,100 per event

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

PART 2

Fertilization (All labor and materials) \$ 8,800 Yr
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

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

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

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

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

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

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

PART 3

Pest Control (All labor and materials)

\$ 2,300 Yr
(if entire pesticide allowance is required) *

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

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

\$ 76,400 /YR with mulch 87,500

FIRST ANNUAL RENEWAL \$ 80,220 /Yr

SECOND ANNUAL RENEWAL \$ 84,231 /Yr

DISASTER RECOVERY ASSISTANCE SERVICES

Hourly rates for debris removal services:

\$ 65 /hour per man hour

\$ 175 /hour for equipment operators including equipment costs

Dump fees: \$ 375 per truckload for debris removal

Contractor/Firm Name BrightView Landscape Services, Inc.

Firm Address 550 Theresa Blvd

City/State/Zip Port Charlotte Florida 33954

Phone Number 941-473-3800 Fax Number 941-473-3811

Name and Title of Representative Sam Passafiume Senior Business Developer
(Please Print)

Representative's
Signature Sam Passafiume Date 9/1/2023

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

- 1. N/A 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of
the _____

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 2023.

Notary Public/Expiration Date:

(SEAL)

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement (“Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, and _____ (hereinafter referred to as “Contractor”) with an address of _____.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

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

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

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

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The hourly rate for such services is \$_____/hour per man hour and \$_____/hour for equipment operators including equipment costs. Dump fees will be \$_____ per truckload for debris removal.
 - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Contractor's fees for Disaster Recovery Assistance Services shall not exceed a total of _____ dollars (\$_____)for each declared emergency/disaster without written authorization from the District.
 - e. In the event the District may be eligible to claim governmental assistance to recover costs related to a declared emergency or disaster, Contractor shall be responsible for knowing and following any and all applicable guidelines including, but not necessarily limited to those of the Federal Emergency Management Agency (FEMA). Contractor shall further maintain and supply the District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by any applicable local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance Services under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of _____ per year as detailed in **Exhibit "B"**, payable in equal monthly installments of _____, for a term of three (3) years unless terminated earlier as provided in this Contract. The term of this Contract may be extended if acceptable to the parties and agreed to in writing

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence on September 14, 2023, and only after Contractor provides the District the requisite insurance referenced herein.

V. CONTRACTOR'S REPRESENTATIONS

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

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

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water,

transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Scheduling:** In the event that time is lost due to inclement weather ("Rain Days"), the Contractor shall reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if necessary to make up Rain Days with prior notification to and approval by District Representatives.

8. **Protection of Property:** Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.

9. **Deficiencies.** If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor through a written communication. The Contractor shall then, within forty-eight (48) hours or the time specified, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within three (3) calendar days or the time period specified by the District. If the Contractor does not respond or take timely action, the District shall, without limiting the District's remedies in any way, have the right to impose liquidated damages of one hundred dollars (\$100.00) per day until the deficiency is adequately addressed; to withhold some or all of the Contractor's compensation under this Contract; or to contract with a third party to perform the necessary work with all charges for such services being deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's work is not intended to imply that the District shall underwrite, guarantee, or ensure that the Contract Work has been properly done by the Contractor, and it is the Contractor's responsibility to perform the Contract Work in accordance with the terms and conditions of the Contract.

10. **Environmental Activities.** Contractor shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills on or near the District property. Contractor shall be responsible for any environmental clean-up activities, replacement of any turf or plant material harmed from chemical burns, and correcting any other harm resulting from the Contract Work.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, District will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to District within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

X. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect

of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

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

To Owner: Heritage Lake Park Community Development District
 c/o Justin Faircloth, District Manager
 Inframark Management Services
 210 N. University Drive, Suite 702
 Coral Springs, Florida 33071
 E-mail: justin.faircloth@inframark.com

With a copy to: Andrew H. Cohen, District Counsel
 Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
 6853 Energy Court
 Lakewood Ranch, Florida 34240
 E-mail: acohen@flgovlaw.com

To Contractor: _____

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year indicated below.

ATTEST:

**Heritage Lake Park
 Community Development District**

 Secretary/Assistant Secretary

 Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

CONTRACTOR'S PROPOSAL FORM

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT “C”

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE MAP







HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



PREPARED FOR:

**JUSTIN
FAIRCLOTH**
DISTRICT MANAGER
INFRAMARK
INFRASTRUCTURE
MANAGEMENT SERVICES

210 N. University Drive, Suite 702
Coral Springs, Florida 33071
Phone: (954) 753-5841
Justin.Faircloth@inframark.com
www.inframark.com

Proposal issued:
SEPTEMBER 1, 2023

Proposal valid for 60 days

September 1, 2023

Heritage Lake Park Community Development District

2060 Willow Hammock Cir unit 101D | Punta Gorda, FL 33983

RE: HERITAGE LAKE PARK CDD Landscape Maintenance Services Request for Proposal

Dear Justin,

We personally want to thank you for considering Down To Earth as your continued Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings “**Natural Joy**” to our customers. We understand the high standards our customers require and constantly seek to be the “**Service Provider of Choice**” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Bob Boyd
Senior Business Development Manager
239-315-2002
Bob.Boyd@down2earthinc.com

Jessica Shilling
Business Development Manager
239-330-2280
Jessica.Shilling@down2earthinc.com

OUR COMMITMENT TO HERITAGE LAKE PARK CDD

#1: CONSISTENCY & ACCOUNTABILITY

Down To Earth will continue to provide Heritage Lake Park CDD a **DEDICATED TEAM** of landscape professionals who will service your community. This is important as those team members will grow to understand the specific needs and desires of the property and use that knowledge to keep the property looking amazing in addition to providing **CONSISTENCY**.

It also is a benefit to the management team, board, and landscape committee as they will grow to know their key contacts, such as the Account Manager and Crew Leaders. We will ensure you are comfortable with reaching out to those team members whenever a need arises to ensure **ACCOUNTABILITY**.

We pride ourselves on **TRANSPARENCY** through streamlined communication and routine site meetings. By having dedicated reoccurring meetings this allows us to keep you up to date on what's happening at your property and allows us to ensure we're always providing the level of service that's expected.

#2: OUR EXPERTISE & EXPERIENCE

One of the biggest areas of pride that Down To Earth has is our **EXPERTISE AND EXPERIENCE**. Our existing client base knows this is one key element that we bring to every job. Our team is trained to keep a sharp eye on the details in addition to routine services.

We look for the things that can cause a landscape to look less than perfect - and work quickly and efficiently to keep those issues at a minimum. Factors like working hard to minimize weed occurrences in bed and turf spaces, correct irrigation and water management, proper shrub trimming, and utilizing the right mowers in the right areas are examples of how we keep the details "top of mind" while servicing your community.



#3: COMMUNICATION & REPORTING

Communication is frequently the biggest issue when dealing with a landscaping company. Down To Earth recognizes this as an area of concern and we know that it is important to be available and efficient in our communication at Heritage Lake Park.

We will continue to provide your community with our online ticketing system called CustomerLink. This system is an easy way to have **CHECKS-AND-BALANCES** in place for all your landscaping requests. Nothing can slip through the cracks because the tickets you enter are tracked and monitored through our system. It is so easy that residents and the Management Office can log requests from their cell phones or computers.

As part of our partnership, we also offer to attend community or board meetings on an as needed or requested basis to provide routine communication and education to your residents. This helps keep residents up to date on scheduled services and what's happening with the landscape during the appropriate time of year.

#4: FINANCIAL STEWARDSHIP

We also pride ourselves on being a **TRUE PARTNER**. This means that you can rely on the Account Manager and team to come to you with recommendations for the landscaping in your community.

Landscaping is often the largest community expense when working on budgets and with that we are always willing to make sure we keep this top of mind to provide you the best partnership.

As part of our continued partnership, we also offer landscape redesign as part of our services. This is at no cost to the community to provide digital renderings of areas you need improved. Our goal is to bring your long-term community visions to life while providing best in class services.

COMPANY OVERVIEW

WHO WE ARE AND WHAT MAKES US DIFFERENT



EXPERIENCE THE DOWN TO EARTH DIFFERENCE

Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.



Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

OUR GOAL

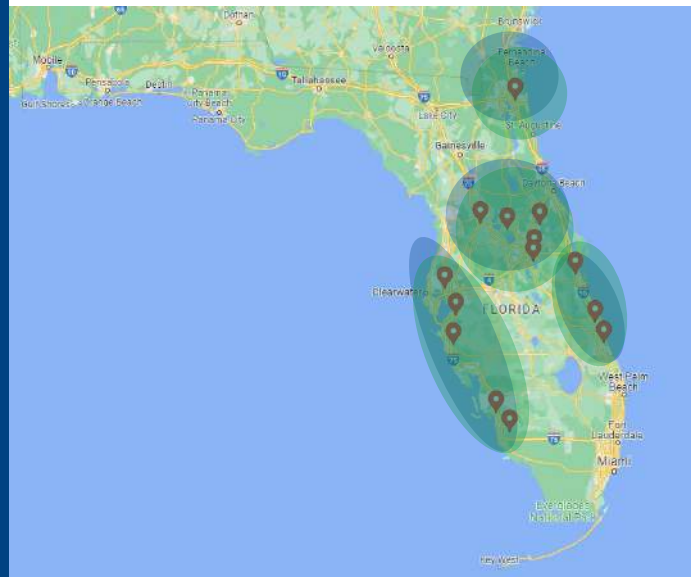
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.

CERTIFIED & EXPERIENCED

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

450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

LOCATIONS

CENTRAL

Lake Nona
Mount Dora
Orlando
Sanford
The Villages

NORTH

Jacksonville

SOUTHEAST

Vero Beach
Fort Pierce
Viera

SOUTHWEST

Sarasota
Ruskin
Fort Myers
Naples
Tampa

COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



THE TEAM THAT CARES

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

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

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

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our **“Green Vest Training”** program that focuses on the safe operation of all equipment and machinery.

PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

LICENSES, CERTIFICATIONS, & INSURANCE BONDING



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2023

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

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


PRODUCER Baldwin Krystyn Sherman Partners LLC 5216 Summerlin Commons Blvd. Ste 200 Fort Myers FL 33907		CONTACT NAME: Sarah Arizmendi PHONE (A/C, No, Ext): 239 790-0187 FAX (A/C, No): E-MAIL ADDRESS: Sarah.Arizmendi@bks-partners.com	
License#: L002281 SEASSER-01		INSURER(S) AFFORDING COVERAGE	
INSURED SSS Down to Earth Opco, LLC II dba Down to Earth II 2701 Maitland Center Pkwy Suite 200 Maitland FL 32751		INSURER A: Pennsylvania Manufacturers' As 12262 INSURER B: Evanston Insurance Company 35378 INSURER C: SiriusPoint Specialty Insuranc 16820 INSURER D: Manufacturers Alliance Insuran 36897 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 467675260 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3023751268333	2/28/2023	2/28/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1523811268333	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 0			MKL7EUL103440	2/28/2023	2/28/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2023751268333	2/28/2023	2/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability			CPLS00015133	2/28/2023	2/28/2024	\$1,000,000 Per Occurr \$2,000,000 Aggregate	

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

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

OCCUPATIONAL LICENSE/ TAX RECEIPT

2023 - 2024

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1081170
 Receipt Number: 2300448
 State License Number: GV-09202022

Account Expires: September 30, 2024

Location:
 5811 CORPORATION CIR
 FT MYERS, FL 33905

May engage in the business of:
PROFESSIONAL LANDSCAPING COMPANY
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

DOWN TO EARTH-NAPLES
 ANGELA COOKE
 5811 CORPORATION CIR
 FT MYERS, FL 33905

Payment Information:
PAID INT-00-01363352 07/25/2023 \$ 355.00

PEST CONTROL LICENSE

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
May 24, 2023	JB268951	March 31, 2024
THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 31, 2024		
1296 KERI ISLAND RD NAPLES, FL 34120		AT
DOWN TO EARTH - NAPLES 2701 MAITLAND CENTER PKWY STE 200 MAITLAND, FL 32751		Lawn and Ornamental
 WILTON SIMPSON, COMMISSIONER		

Licenses & Certifications

SPECIALTY LICENSE (IRRIGATION)

2023-2024

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1081168
 Receipt Number: 2300446
 State License Number: SCC131152100

Account Expires: September 30, 2024

Location:
 5811 CORPORATION CIR
 FT MYERS, FL 33905

DOWN TO EARTH-NAPLES
 ANGELA COOKE
 5811 CORPORATION CIR
 FT MYERS, FL 33905

May engage in the business of:
SPECIALTY CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID INT-00-01363352 07/25/2023 \$ 50.00

IRRIGATION LICENSE



Ron DeSantis, Governor
 Melanie S. Griffin, Secretary

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

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

COOKE, ANGELA
 DOWN TO EARTH-NAPLES
 1296 KERI ISLAND ROAD
 NAPLES, FL 34120

LICENSE NUMBER: SCC 131152100
 EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.

Licenses & Certifications





Managing Risk · Insuring Success · Since 1972

January 25, 2023

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

Re: Letter of Bond-ability

Dear Johann,

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

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

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

Regards,

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

APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.

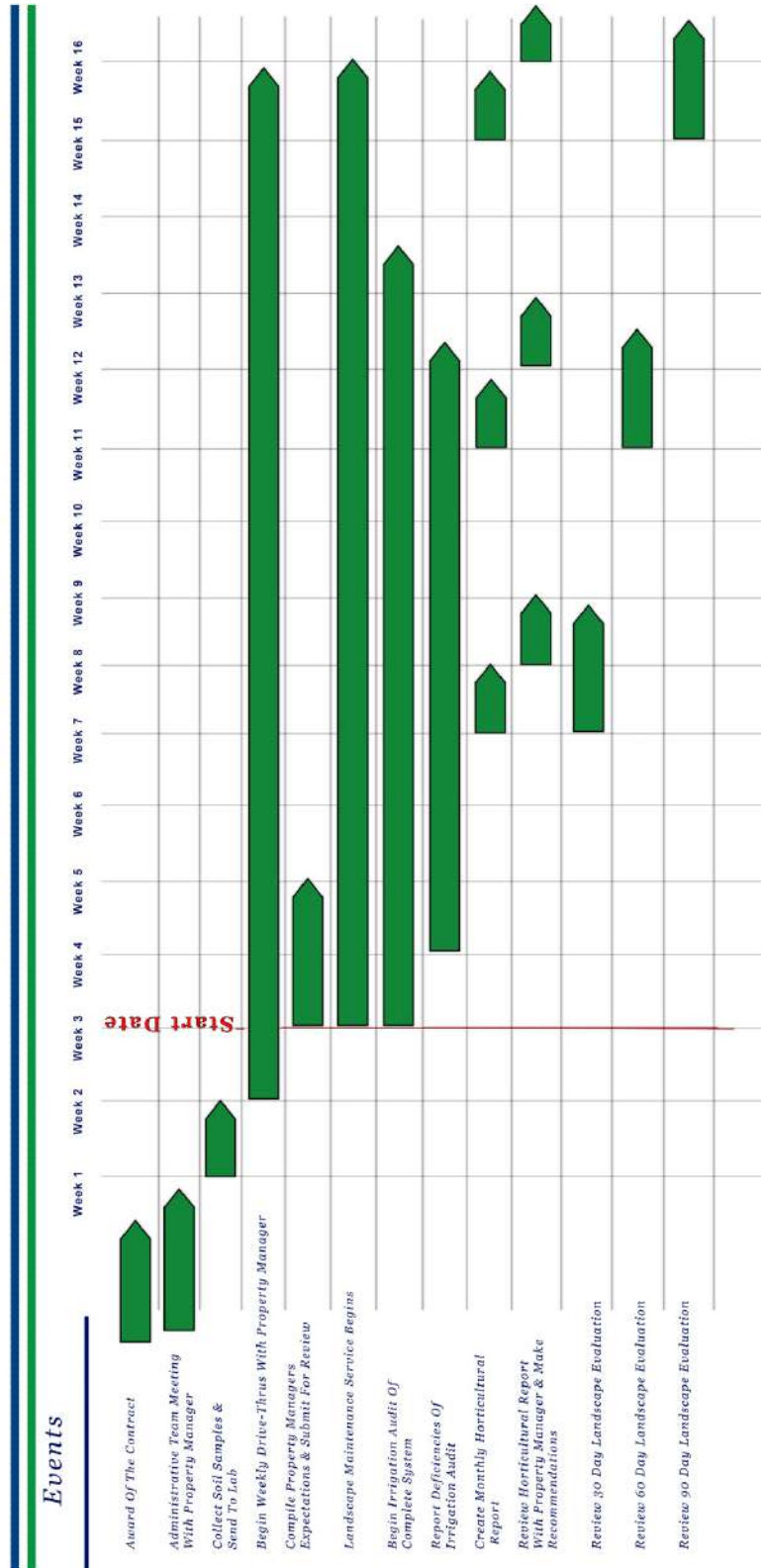
CORE COMPETENCIES



- MAINTENANCE
- IRRIGATION
- CONSTRUCTION
- ENHANCEMENTS & INSTALLATION
- FERTILIZATION & PEST CONTROL
- GOLF

MANAGEMENT TIMELINE

Preliminary Landscape & Irrigation Management Timeline



MAINTENANCE SERVICES AVAILABLE

MOWING

Each turf variety is mowed based on area and site conditions to prescribed heights.

TRIMMING & EDGING

Performed around beds, curbs, streets, trees, and buildings.

IRRIGATION

From system installation to regular checks & audits and on-going maintenance of the irrigation system.

FERTILIZATION

Property specific blends are applied using proper fertilization techniques by licensed professionals.

INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

ANNUAL FLOWERS

Proper spacing will be utilized per plant species variety to ensure proper growth.

DESIGN & INSTALL

In house capability to provide full design and install of new material to bring your vision to life.

STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtlandscape.com/all-services/

Note: Detailed scope of services included with pricing and contract.

STATE OF THE ART SERVICE

LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.



UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.



INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.



INTEGRATED PEST MANAGEMENT (IPM)

- We have an industry-leading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

CUSTOMER SERVICE & COMMUNICATION

CUSTOMERLINK™ WORK ORDER SYSTEM

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink™ include:

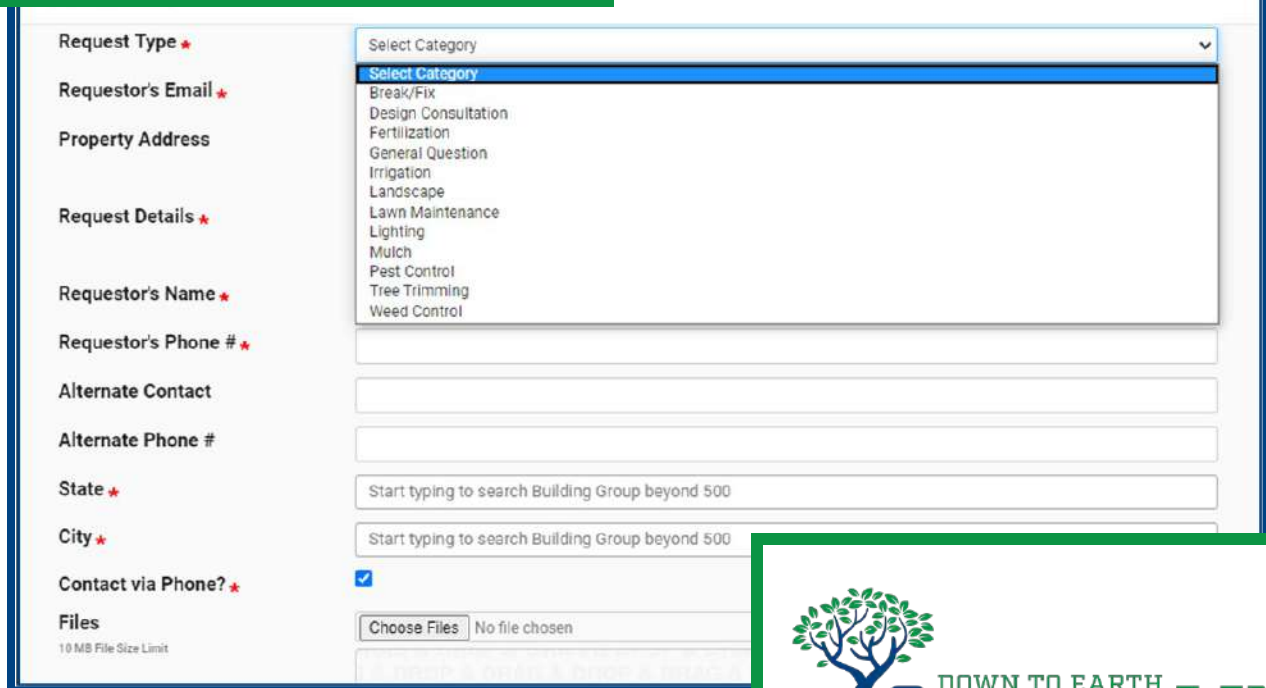
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

CUSTOMER COMMITMENT

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY



Request Type *

Requestor's Email *

Property Address

Request Details *

Requestor's Name *

Requestor's Phone # *

Alternate Contact

Alternate Phone #

State *

City *

Contact via Phone? *

Files
10 MB File Size Limit

Select Category

- Select Category
- Break/Fix
- Design Consultation
- Fertilization
- General Question
- Irrigation
- Landscape
- Lawn Maintenance
- Lighting
- Mulch
- Pest Control
- Tree Trimming
- Weed Control

Start typing to search Building Group beyond 500

Start typing to search Building Group beyond 500

Choose Files No file chosen



DISASTER & STORM RELIEF PROTOCOL

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



SUPPLEMENTAL CREWS

- Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

NECESSARY EQUIPMENT

- While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

PREVENTATIVE MEASURES

- For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



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

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.

DTE EQUIPMENT LIST

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



PERSONNEL

MEET THE TEAM

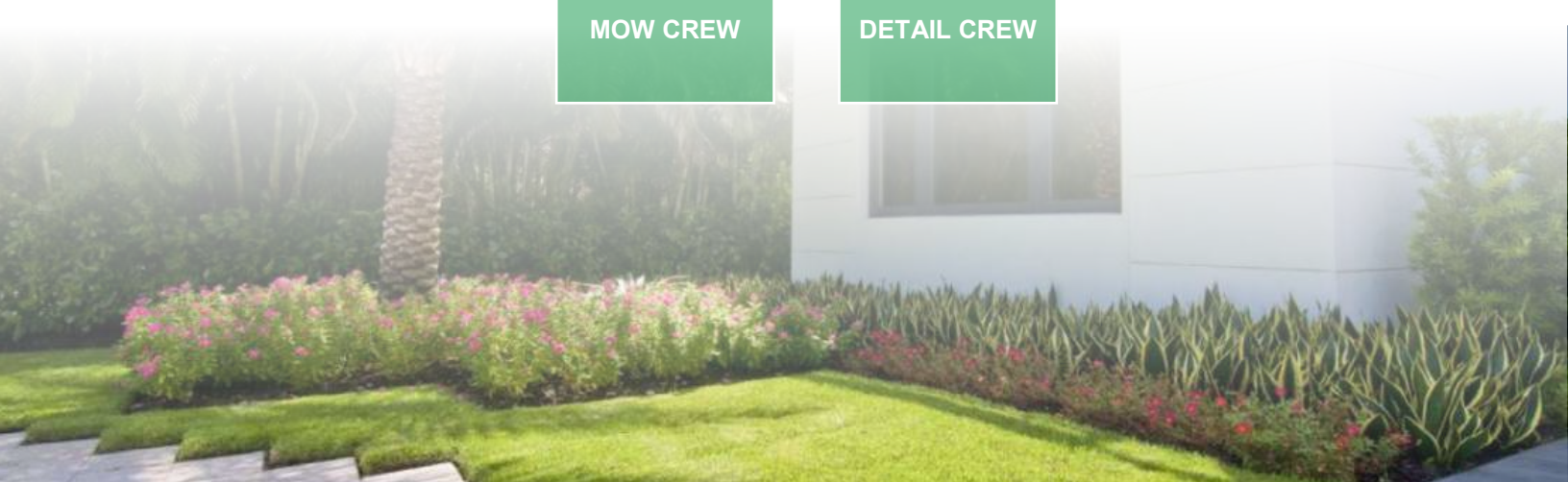
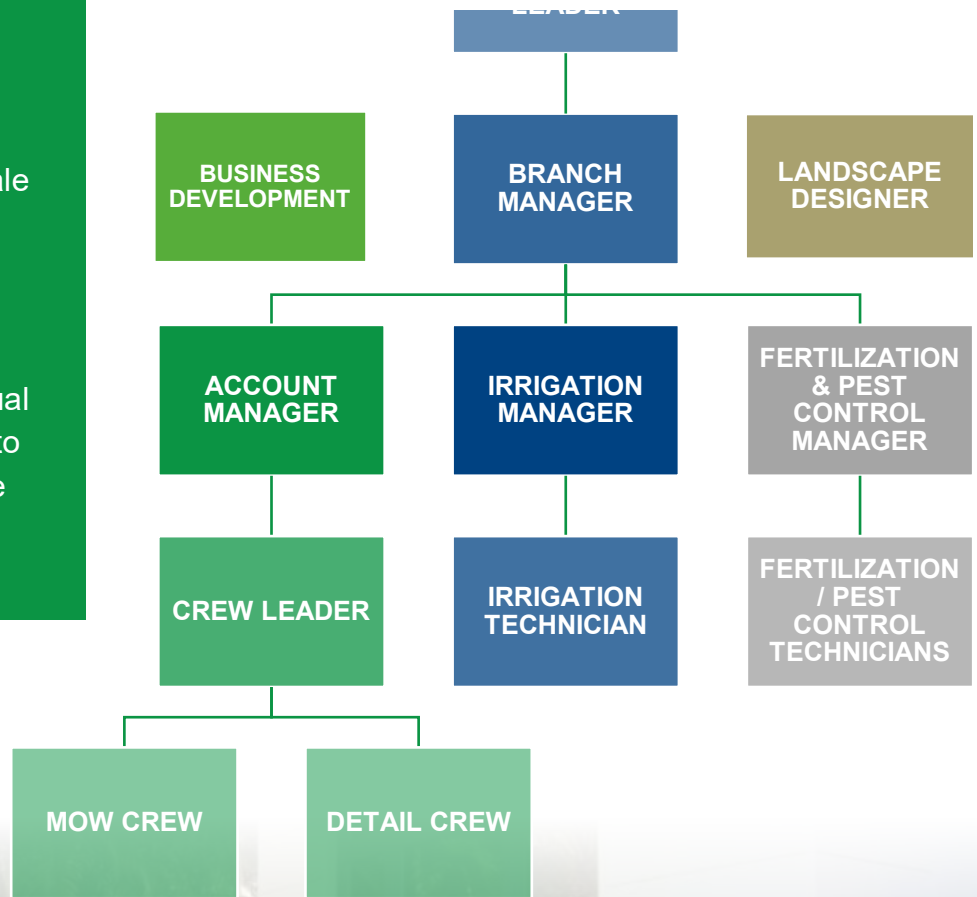


Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

**OUR TEAM IS COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU**

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".



YOUR DEDICATED LANDSCAPE TEAM

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



REGIONAL OPERATIONS LEADER

- **TOM TROMBLY**
- Leads the region and provides support and resources.

BRANCH MANAGER

- **PRESTON HEISLER**
- Leads multiple field teams and is responsible for the operations for your property.

ASSITANT BRANCH MANAGER

- **SONIA LOPEZ**
- Manages the on-site maintenance crews as the primary onsite point of contact.

BUSINESS DEVELOPMENT

- **BOB BOYD | JESSICA SHILLING**
- Provides key information on services to ensure a smooth onboarding process.

ENHANCEMENT MANAGER

- **DILLON ETHERSON**
- Creates and redesigns beautiful custom landscapes as an industry trained professional.

SONIA DE LA GARZA | Sr. Account Manager

Qualifications

10+ years landscape experience managing irrigation and routine maintenance and partnership agreements.
FNGLA Certified Horticultural Professional
GI-BMP Certified Trainer
Expertise in staff & crew management
Extensive experience in managing high end communities
Skilled in partnering with board of directors and managers during budget season to support 5/3/1-year plans for projects and enhancements in communities



PRESTON HEISLER | Fort Myers Branch Manager

Qualifications

17+ years' experience in the Landscape Installation and Maintenance Industry
Licensed Irrigation Contractor
State of Florida Best Management Practices Certified
Low Voltage Landscape Lighting design and installation experience
Drainage design and installation experience
General Manager for over 10 years, managing teams, operations, training programs, and safety training.



TOM TROMBLY | Regional Director of Operations SWFL

Qualifications

20+ years landscape industry experience
FNGLA Certified
Completion of certified training for Green Industries Best Management Practices (BMP)
Computer knowledge: Word, Excel, Outlook, AutoCAD, Spireon, NetSuite, QuickBooks, and SYNCrew
Certified Florida water star
Toro irrigation certified technician (Golf)
Heavy equipment operators license
Restricted use pesticides license
Certified landscape designer-2005
Turf grass management certification-2001
CDL-Hazardous carry certification
VTC-Electrical engineering-1999-2001



RICHARD A. MANLEY | Director of Irrigation

Qualifications

20+ Years of irrigation and landscaping experience.
Knowledge of AutoCAD, Interpreting Blueprints and Various Stages of construction and design.
Certified Rain Bird Maxicom installer and controller
Rain Bird Maxicom and Rain Bird Site Control Experience including initial field construction and installation, troubleshooting and repair, complete site data set-up, and Central Control Monitoring.
CLIA – Certified Landscape Irrigation Auditor
Certified Toro Osmac
Certified Baseline Contractor
Certified Rain Bird and Hunter 2 Wire Install/ Troubleshoot
Installation experience for Mainline, Pump Stations, Recharge and Wet Wells, Reverse Osmosis Systems, Valves, Laterals, Point of Connections, Flow Meters, Controllers, and Weather Stations.
Experience Pipe Installation, including ½ inch through 18-inch, Schedule 40, Class 200, Class 900, Ductile Iron, and HDPE.
Various Heavy Equipment Operation Skills with Caterpillar Certification
Strong Work Ethic with the Ability to Multi-Task
Superior Communication Skills- Oral, Written, and Electronic
Computer Knowledge- Word, Excel, Outlook, AutoCAD, GPS, NetSuite



MAINTENANCE PROJECTS & REFERENCES



KELLY GREENS GOLF AND COUNTRY CLUB

12300 KELLY GREENS BLVD FORT MYERS, FL 33908



VI AT BENTLEY VILLAGE

850 RETREAT DRIVE NAPLES, FL 34110



BONITA LAKES

23404 SANABRIA LOOP, BONITA SPRINGS, FL 34135



CALUSA PALMS

14776 CALUSA PALMS DR FORT MYERS, FL 33919



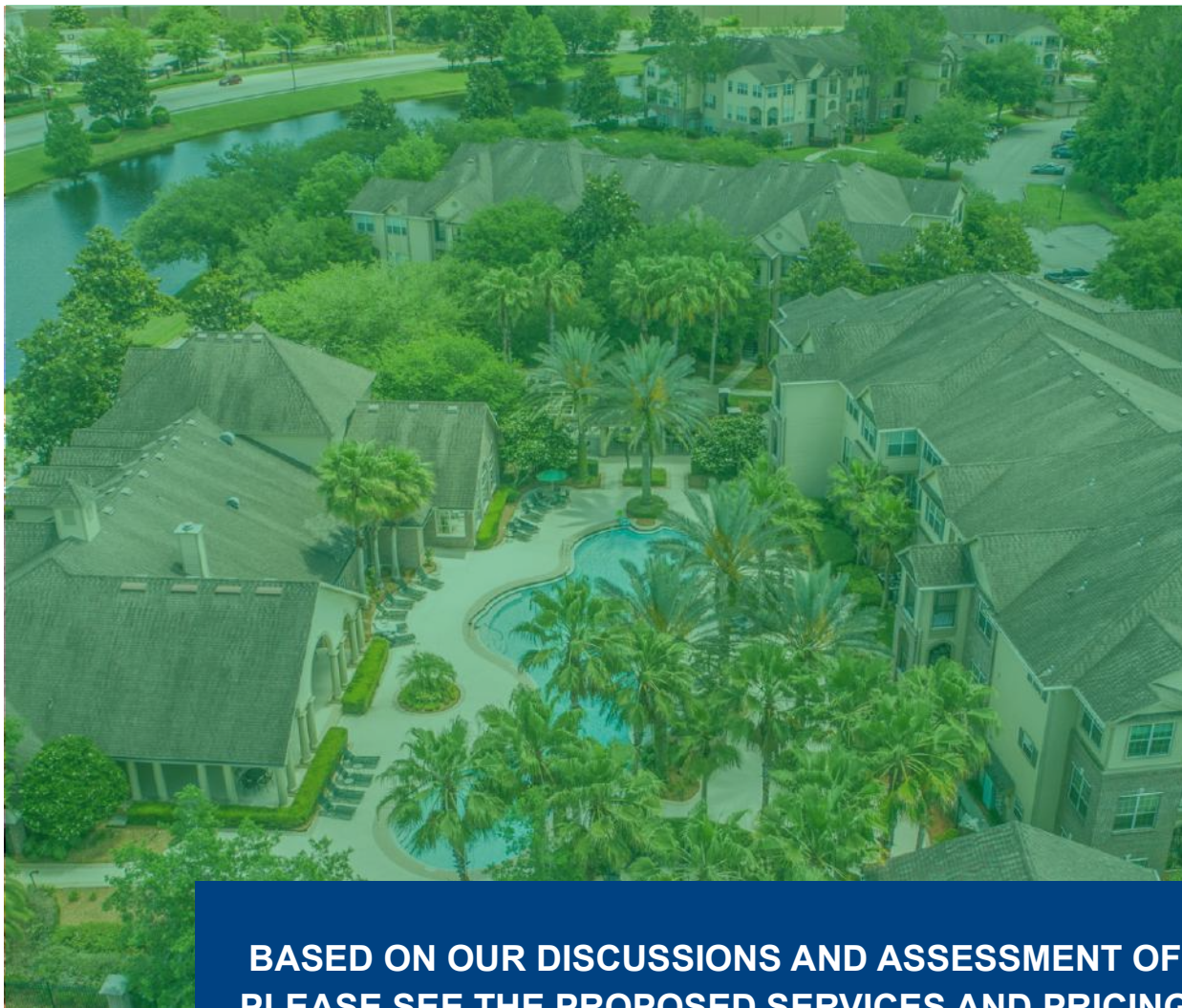
WYDLEWOOD LAKES CONDOMINIUMS

WYDLEWOOD LAKES COURT FORT MYERS, FL 33919

Additional contact information for references can be provided separately upon request.

PROPOSAL PRICING

PREPARED FOR HERITAGE LAKE PARK CDD



**BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY,
PLEASE SEE THE PROPOSED SERVICES AND PRICING WE CAN PROVIDE
TO BEST SERVE YOUR PROPERTY.**

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT

**HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

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

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

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

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

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

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

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

1. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

2. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____

Experience cont.

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

Duration of Contract: START DATE: _____ END DATE: _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

Duration of Contract: START DATE: _____ END DATE: _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

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

Duration of Contract: START DATE: _____ END DATE: _____

Experience cont.

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

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

If yes, please fill in information below:

Project Name/Location: _____

Contact: _____ Phone: _____ \$ amt.: _____

Your company's Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1 If yes, provide the following:

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

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

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

If no, please explain _____

- Date incorporated _____ Charter No. _____

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

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

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

7.1 If yes, provide the following:

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

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

(2020) _____, (2021) _____, (2022) _____.

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

General Liability \$ _____
 Automobile Liability \$ _____
 Umbrella Coverage \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

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

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

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

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

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

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

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------


SONIA DE LA GARZA ASST. BRANCH MANAGER

Name	Position	
LANDSCAPE OPERATIONS	10+	3 YEARS
Type of Work	Yrs. Exp.	Yrs. With Firm

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

DOWN TO EARTH LANDSCAPE & IRRIGATION

Name of Proposer

By: 
 TOM TROMBLY REGIONAL VP OF OPERATIONS
 [Type Name and Title of Person Signing]

This 30TH day of AUGUST, 2023.

(Corporate Seal)

Sworn to before me this 30TH day of AUGUST, 2023.



(Seal)


 Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name_____

Date_____

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SPECIFICATIONS / SCOPE OF WORK

GRASS MAINTENANCE

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

ORNAMENTALS & PALMS

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

10' WALL BUFFER/OVERHANG

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

ANNUAL MULCH APPLICATION

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

FERTILIZER

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

PEST CONTROL

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

WEED CONTROL

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

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

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

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

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

PART 1

General Landscape Maintenance \$ _____ Yr

-	Storm Cleanup \$_____/ man hr	\$_____/hr (for equipment)
-	Freeze Protection (description of ability) _____	

\$_____/application		
-	Cypress Mulch (All labor and materials)	\$ _____ per cubic yard
-	Palm Tree Trimming: Washingtonian Palms at \$ _____ Cabbage Palms at \$ _____	
-	10' Buffer/Overhang	\$ _____ per event
<i><u>These prices are informational only and NOT to be included in General Landscape Maintenance Cost</u></i>		

PART 2

Fertilization (All labor and materials) \$ _____ Yr
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

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

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

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

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

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

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

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(if entire pesticide allowance is required) *

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

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

\$ 84,204.50 /YR

FIRST ANNUAL RENEWAL \$ 87,572.68 /Yr

SECOND ANNUAL RENEWAL \$ 91,075.59 /Yr

DISASTER RECOVERY ASSISTANCE SERVICES

Hourly rates for debris removal services:

\$ 80.00 /hour per man hour

\$ 190.00 /hour for equipment operators including equipment costs

Dump fees: \$ 85/cu yd per truckload for debris removal

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

Firm Address 5811 CORPORATION CIR

City/State/Zip FORT MYERS, FL 33905

Phone Number 239-693-5488 Fax Number _____

Name and Title of Representative TOM TROMBLY, REGIONAL VP OF OPERATIONS

(Please Print)

Representative's Signature  Date 8/30/23

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

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

Dated this 30TH day of AUGUST, 2023

AFFIDAVIT FOR INDIVIDUAL

State of FLORIDA ss:
County of LEE

TOM TROMBLY

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



(Proposer must also sign here)

Sworn to before me this 30TH day of AUGUST, 2023.

Erica Luster / 8/25/2026
Notary Public/Expiration Date:

(SEAL)



AFFIDAVIT FOR CORPORATION


State of FLORIDA ss:

County of LEE

TOM TROMBLY

(title) VP OF OPERATIONS of
the SSS EVERGREEN OPCO LLC, DBA DOWN TO EARTH

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



(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 30TH day of AUGUST, 2023.

Erica Luster / 08/25/2026
Notary Public/Expiration Date:



(SEAL)

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement (“Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, and _____ (hereinafter referred to as “Contractor”) with an address of _____.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

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

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

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

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The hourly rate for such services is \$_____/hour per man hour and \$_____/hour for equipment operators including equipment costs. Dump fees will be \$_____ per truckload for debris removal.
 - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Contractor's fees for Disaster Recovery Assistance Services shall not exceed a total of _____ dollars (\$_____)for each declared emergency/disaster without written authorization from the District.
 - e. In the event the District may be eligible to claim governmental assistance to recover costs related to a declared emergency or disaster, Contractor shall be responsible for knowing and following any and all applicable guidelines including, but not necessarily limited to those of the Federal Emergency Management Agency (FEMA). Contractor shall further maintain and supply the District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by any applicable local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance Services under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of _____ per year as detailed in **Exhibit "B"**, payable in equal monthly installments of _____, for a term of three (3) years unless terminated earlier as provided in this Contract. The term of this Contract may be extended if acceptable to the parties and agreed to in writing

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence on September 14, 2023, and only after Contractor provides the District the requisite insurance referenced herein.

V. CONTRACTOR'S REPRESENTATIONS

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

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

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water,

transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Scheduling:** In the event that time is lost due to inclement weather ("Rain Days"), the Contractor shall reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if necessary to make up Rain Days with prior notification to and approval by District Representatives.

8. **Protection of Property:** Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.

9. **Deficiencies.** If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor through a written communication. The Contractor shall then, within forty-eight (48) hours or the time specified, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within three (3) calendar days or the time period specified by the District. If the Contractor does not respond or take timely action, the District shall, without limiting the District's remedies in any way, have the right to impose liquidated damages of one hundred dollars (\$100.00) per day until the deficiency is adequately addressed; to withhold some or all of the Contractor's compensation under this Contract; or to contract with a third party to perform the necessary work with all charges for such services being deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's work is not intended to imply that the District shall underwrite, guarantee, or ensure that the Contract Work has been properly done by the Contractor, and it is the Contractor's responsibility to perform the Contract Work in accordance with the terms and conditions of the Contract.

10. **Environmental Activities.** Contractor shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills on or near the District property. Contractor shall be responsible for any environmental clean-up activities, replacement of any turf or plant material harmed from chemical burns, and correcting any other harm resulting from the Contract Work.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, District will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to District within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

X. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect

of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

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

To Owner: Heritage Lake Park Community Development District
 c/o Justin Faircloth, District Manager
 Inframark Management Services
 210 N. University Drive, Suite 702
 Coral Springs, Florida 33071
 E-mail: justin.faircloth@inframark.com

With a copy to: Andrew H. Cohen, District Counsel
 Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
 6853 Energy Court
 Lakewood Ranch, Florida 34240
 E-mail: acohen@flgovlaw.com

To Contractor: _____

 E-mail: tom.trombly@down2earthinc.com

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year indicated below.

ATTEST:

**Heritage Lake Park
 Community Development District**

 Secretary/Assistant Secretary

 Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

CONTRACTOR'S PROPOSAL FORM

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT “C”

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE MAP







THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO CONTINUE
PARTNERSHIP WITH YOU AND HERITAGE LAKE PARK CDD



Down To Earth Landscape & Irrigation
3811 Corporation Circle
Fort Myers, FL 33905
(239) 330-2280
dtelandscape.com

8B

Fitness Services of Florida, Inc

dba Mobile Upholstery Services

dba Luxury Spa Sales

dba Roar Branding Store

4220 NW 120th Ave

Coral Springs, FL 33065

954-753-6088 Gymrepair.com



Parts/Repair Quote

FSF

Date	Quote#
8/11/2023	4592

Customer Contact	Justin Faircloth		
Bill To:	Customer Phone	Service Location:	
Heritage Lake Park CDD c/o Inframark Attn:Justin Faircloth 5911 Country Lakes Dr Ft Myers, FL 33905	239-245-7118 x306	Heritage Lake Park CDD 25635 Heritage Lake Blvd Punta Gorda, FL 33983 Check In & Out with Liz Shella M-F 9am- 2pm	
	Customer Alt. Phone		
	239-785-0675		

Qty	Parts To Be Ordered	Cost	Total
1	Received a request from FSF SO 88428 for parts and repair quote. TG Pin and Lanyard for Hoist Abdominal Bench S/N: 06-03-010646 **No service/ labor charge, will bring to next PM visit.	45.00	45.00

I hereby agree that all repairs are the sole responsibility of the equipment owner including but not limited to parts, labor and transportation expenses. In the event your account is sent to collections, there will be a 45% fee added to the outstanding balance.

Quote valid for 30 Days, prices subject to change.

Please sign and return quote ASAP to order parts indicated above as needed per the diagnosis by FSF technician. You will be notified in the event of any back orders or delays with the parts. The Service Department will contact you to schedule the service completion when parts arrive.

Quote for the LABOR is only an estimate and subject to change at time of service.

Subtotal	\$45.00
Sales Tax (0.0%)	\$0.00
Total	\$45.00

UPDATED TERMS:
 Payment in Full is required for parts/repairs with a Total of \$500.00 or more.
 If you require an Invoice, please email us ar@gymrepair.com
 Payment via Credit Card will require a 3% payment processing fee for the total of the Invoice.
 Thank you.

Customer Signature _____ Date _____

Print Name: _____

**Approved signed quotes may be returned to
parts@gymrepair.com**

8E.

From: Ron Norvelle <ronnorvell@gmail.com>
Sent: Sunday, June 25, 2023 12:15 PM
To: Faircloth, Justin <Justin.Faircloth@inframark.com>
Subject: Streetlight glare

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

Justin:

Early on in our time here in Heritage Lake Park my wife and I had difficulty with the unwanted bright light from a street lamp close to our house. I spoke with The Developer, Phillip Palmer about it and had a deflector installed in that streetlight. Later the homeowners association prevailed upon me to allow the removal of an oak tree in my yard due to inferred damage to water lines, although I understood the possibility of future damage, there was little evidence of a current problem. Nonetheless, I agreed, and the tree was removed. That tree had grown to help block the light from the streetlamp. With it gone, I was dependent on the deflector inside the streetlight's globe for glare protection. It was adequate.

When Hurricane Ian damaged the streetlights in our neighborhood, many(all?) of the streetlight fixtures had to be replaced. At the time I spoke to the workmen doing the job and mentioned that I wanted the deflector that had been the old lamp to be moved into the new fixture. However, I later saw that the new streetlamp fixture was completely replaced, and the old deflector was still in the discarded fixture. I spoke with Mike, the Association President, and he said that glare deflectors had been installed in all of the new fixtures. That may be the case, but the deflector in the lamp near me is absolutely inadequate.

I have attached three images, one of the old deflector and two to illustrate the current situation. One shows the current light and the other illustrates the vulnerability of our unit to unwanted glare from the streetlight. I request that the old, or a similar, deflector be installed in the streetlight located between 25514 and 25513 Heritage Lake Blvd. I, obviously, retain the old deflector, which is available for replacement if useful.

Respectfully; Ronald L. Norvelle, President Emeritus, Board of Supervisors, Heritage Lake Park CDD.
25514 Heritage Lake Blvd.
941-743-2472

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Life is fractal; look close, you'll see.
Look [HERE](#) to see what this means.







Ninth Order of Business

9A

9Ai.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland,
[CompanyStateProvinceName]
32751

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Quality Audit Report

Heritage Lake Park Community Development District

Audited By: Louis B Sheehan III on 08/14/23

Mowing

Mowed all areas including the areas discussed in the town hall meeting

Hard surface weeds

Sprayed all mailbox areas and parking lot of the club house

Weed Control

Continued working on the islands behind the clubhouse. Spayed and pulled weeds in the front entrance

Trimming

Trimmed behind the Clubhouse

Irrigation

Continued the repairs along the outside wall

9B



Work Order
 Work Order Number 00373696
 Created Date 8/24/2023

Account Heritage Lake Park CDD
 Contact Linda Ross
 Address 25614 Heritage Lake Blvd
 Punta Gorda, FL 33983

Work Details

Specialist Comments to Customer Treated submerged and floating baby tears and backpack on lake 3 ,lake wc3.
 Prepared By Tracy Hutson

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd LAKE ALL	Completed	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park Cdd LAKE ALL		Treated submerged and floating baby tears ,backpack on lake 3,lake wc3



Work Order
 Work Order Number 00373696
 Created Date 8/24/2023

Account Heritage Lake Park CDD
 Contact Linda Ross
 Address 25614 Heritage Lake Blvd
 Punta Gorda, FL 33983

Work Details

Specialist Comments to Customer Treated submerged and floating baby tears and backpack on lake 3 ,lake wc3.
 Prepared By Tracy Hutson

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd LAKE ALL	Completed	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
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Work Order
 Work Order Number 00340272
 Created Date 9/6/2023

Account Heritage Lake Park CDD
 Contact Justin Faircloth
 Address 25614 Heritage Lake Blvd
 Punta Gorda, FL 33983

Specialist Comments to Customer: Treated shoreline torpedo grass and weeds on 1,2,3,4,5 treated Algae on 1,2,4.
 Prepared By: Tracy Hutson

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park Cdd LAKE ALL	SHORELINE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	LAKE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	ALGAE CONTROL	
Heritage Lake Park Cdd LAKE ALL		



Work Order
 Work Order Number 00340272
 Created Date 9/6/2023

Account Heritage Lake Park CDD
 Contact Justin Faircloth
 Address 25614 Heritage Lake Blvd
 Punta Gorda, FL 33983

Specialist Comments to Customer
 Treated shoreline torpedo grass and weeds on 1,2,3,4,5 treated Algae on 1,2,4.

Prepared By Tracy Hutson

Work Order Assets

Asset	Status	Product Work Type
Heritage Lake Park Cdd LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Heritage Lake Park Cdd LAKE ALL	SHORELINE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	LAKE WEED CONTROL	
Heritage Lake Park Cdd LAKE ALL	ALGAE CONTROL	

9C

9Ci

Heritage Lakes Park Community Development District

Deductibles	PGIT Renewal 2023 - 2024	FIA 2023 Proposal
Property - All Other Perils	\$5,000	\$2,500
Property - Named Storm	5% Subject to a min. of \$35,000	5% Subject to a min. of \$10,000
Property - Flood	\$5,000 Except Flood Zones A & V	\$2,500 Except Flood Zones A & V
Property - Earth Movement	Not Covered	\$2,500
Property - Inland Marine	\$1,000	\$1,000
Employment Practices Liability	\$0	\$0
Public Officials Liability	\$0	\$0
General Liability	\$0	\$0
Crime	Not Covered	\$1,000
Cyber Liability	\$25,000	\$0
Auto Liability	\$0	\$0

Property Coverages	PGIT Renewal 2023 - 2024	FIA 2023 Proposal
Property - Stated Value	\$2,201,910	\$2,201,910
Inland Marine	\$327,500	\$327,500
Flood	Full Property Value* Excess of NFIP for Flood Zones A and V	Full Property Value* Excess of NFIP for Flood Zones A and V
Earth Movement	Not Covered	Full Property Value
Loss of Business Income	\$500,000	\$1,000,000
Additional Expense	\$1,000,000	\$1,000,000
Expediting Expenses	\$5,000	\$250,000
Fire Dept Service Charges	\$25,000	\$50,000
Preservation of Property	\$250,000	\$250,000
Property in Transit	\$250,000	\$1,000,000
Personal Property of Employees	\$50,000	\$500,000
TRIA	Not Covered	Full Property Value
Equipment Breakdown	Full Property Value	Full Property Value

Liability Coverages	PGIT Renewal 2023 - 2024	FIA 2023 Proposal
General Liability - overall	\$1,000,000	\$1,000,000
General Liability - Medical Payments	\$2,500	\$5,000
Employee Benefits Liability	\$1,000,000	\$1,000,000
Public Officials Liability	\$1,000,000	\$1,000,000
Employment Practices Liability (EPLI)	\$1,000,000	\$1,000,000
Active Assailant / Deadly Weapon Protection	\$1,000,000	\$1,000,000
Non-Monetary Aggregate	\$100,000	\$100,000
	\$2,000,000 (Most Coverages Sublimited)	
	Social Engineering: \$250,000	
	Funds Transfer Fraud: \$100,000	
	Invoice Manipulation: \$100,000	
	Utility Fraud: \$100,000	
	Crypto-Jacking: \$100,000	
	Telecommunications: \$100,000	
Cyber (most coverages)		\$1,000,000 Social Engineering: \$250,000
Crime	Not Covered	\$100,000
Auto Liability	\$1,000,000	\$1,000,000

	PGIT Renewal 2023 - 2024	FIA 2023 Proposal	Difference	
Total Package Premium	\$50,201	\$34,819	\$15,382	30.64%