

MEADOW POINTE II  
COMMUNITY DEVELOPMENT  
DISTRICT

EXTERIOR LANDSCAPE MAINTENANCE  
SPECIFICATIONS & CONTRACT

EXTERIOR LANDSCAPE MAINTENANCE  
SPECIFICATIONS & CONTRACT

MEADOW POINTE II  
COMMUNITY DEVELOPMENT  
DISTRICT

Owner:

MEADOW POINTE II COMMUNITY DEVELOPMENT  
DISTRICT

OLM, INC.  
ORNAMENTAL LANDSCAPE MANAGEMENT  
KENNESAW, GA

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Kennesaw, GA

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# PROPOSAL PACKAGE

## EXTERIOR LANDSCAPE MAINTENANCE

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# REQUEST FOR PROPOSAL

## EXTERIOR LANDSCAPE MAINTENANCE

### 1.1 Introduction

This Request for Proposal ("RFP") is issued by MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT (referred to herein as "OWNER") to solicit competitive proposals for Exterior Landscape Maintenance in the MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT, in WESLEY CHAPEL, FL (the "Proposals") from qualified persons, firms, or corporations ("Proposer"). INFRAMARK IMS ("District Manager") serves as District Manager of Owner, working on behalf of the MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT District Board of Supervisors. The RFP includes complete Proposer's instructions, a detailed scope of work, proposal bid forms and the Exterior Landscape Maintenance Service Agreement ("Service Agreement"), the latter of which is subject to final review and approval by Owner's legal counsel prior to execution.

### 1.2 Service Agreement Term

Owner and the selected Landscape Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of three (3) years. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor shall 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 Service Agreement.

### 1.3 Proposer Instructions

Sealed Proposals are invited for all work as defined, suggested, or implied ("Work") in the Service Agreement entitled "Exterior Landscape Maintenance Service Agreement," prepared by OLM, INC. ("Consultant"), whose address is 975 Cobb Place Blvd., Suite 304, Kennesaw, GA 30144, as well as any addenda issued to Proposer prior to the submission of Proposals. As referenced herein, Consultant refers to OLM, Inc. or such other entity as may be designated by Owner and/or District Manager.

If a Proposer to whom a Contract is awarded forfeits and fails to execute the Service Agreement within 30 days after first receiving written notification of the award, the Contract award may be annulled at the Owner's option. If the award is annulled, Owner may, at its sole discretion, award the Contract to the next lowest responsible and responsive Proposer for the Work, re-advertise the Work, perform the Work by day, or through in-house operations.

This RFP does not guarantee that a Service Agreement will be awarded. Owner reserves the exclusive right to reject any or all Proposals, in whole or in part, that it deems to be in the best interest of the Owner, and to waive any formalities or technicalities in any Proposal received. Owner reserves the right to request modification or supplementation of any or all Proposals.

Owner does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Proposer that Owner deems to be responsible and responsive based on all information provided pursuant to this RFP. The Owner reserves the right to award by items, groups of items, or total bid. Proposals may be held by the Owner for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the Proposals and investigating the qualifications of the

Proposer, prior to executing the Service Agreement.

#### **1.4 Proposal Preparation**

This RFP includes a set of Proposal Bid Forms (see Exhibit “B” of the Service Agreement), which are for the convenience of the Proposer and are to be filled out and executed completely.

Failure to supply any requested information and Proposal Bid Forms may result in disqualification. Owner reserves the right to request additional information if clarification is needed.

#### **1.5 Proposal Delivery**

One (1) electronic copy sent via e-mail and two (2) printed and bound hard copies of the Proposal Bid Forms, Exhibit “H”, et al shall be delivered to the District Manager, c/o Bob Nanni , District Manager, at the address listed below, no later than 2:30PM (the “Proposal Delivery Date”), at which time all Proposals shall be publicly opened.

Please submit bids to: MEADOW POINTE II CDD

All completed Proposal Bid Forms and addenda shall be submitted in a sealed opaque box/envelope/package which states on the outside: "SEALED PROPOSAL FOR THE EXTERIOR LANDSCAPE MAINTENANCE OF MEADOW POINTE II CDD."

Proposals communicated by Proposer orally will be rejected. No Proposals will be accepted after the above state time. Submission extensions will not be allowed unless expressly stated in writing by the District Manager.

#### **1.6 Opening Proposals**

All proposals received prior to the scheduled opening time will be securely kept until the time and date stated for opening the proposals at which time all proposals will be publicly opened.

All proposals are CONFIDENTIAL. Proposals will be received by Meadow Pointe II CDD no later than **2:30 PM EDT, May 26, 2023** at which time all proposals shall be opened. Please submit bids to:

**Meadow Pointe 2 CDD**  
**30051 County Line Road**  
**Wesley Chapel, FL 33543**  
**Attention: Sheila Diaz**  
[sheila.diaz@mpicdd.org](mailto:sheila.diaz@mpicdd.org)

A complete set of the Proposal Bid Forms shall also be sent to OLM via email no later than 4:00 PM EDT the following day to Paul Woods at [pwoods@olminc.com](mailto:pwoods@olminc.com)& [knewton@olminc.com](mailto:knewton@olminc.com)

Proposals should be submitted two (2) hard copies and in one (1) Digital Storage Drive (USB “thumb drive”) Word or PDF format and should include Exhibit “B” (pages IV-1 through IV-7) of this package and Exhibit “H” Contractor Resume per 1.14 . Proposals communicated by Proposer orally will be rejected.

No proposals will be accepted after the above stated time. Submission extensions will not be allowed

unless expressly stated in writing by OLM, Inc (“Consultant”) and/or District Manager.

### **1.7 Interpretation and Addenda**

No oral interpretations will be made to any Proposer as to the meaning of the Service Description and Specifications (see Service Agreement – Exhibit “A”). Interpretations, if made, will be written in the form of an addendum and sent to all Proposer on the bid list.

### **1.8 Examination of the Site**

Each Proposer is required to have visited the areas where Work is to be performed under the Service Agreement and thoroughly familiarized itself with all conditions pertinent to the Service Agreement in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit “A”). **There will be a MANDATORY pre-bid meeting held on FRIDAY, MAY 12, 2023 at 2:30 PM at the Meadow Pointe II Clubhouse in Wesley Chapel, FL.** Questions regarding clarification of the RFP, Service Agreement or any other part of the Specifications and Contract shall be submitted to the Owner no later than 72 hours prior to the deadline for receipt of bids by the Owner.

No additional compensation nor relief from any obligation of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the Work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, condition of the irrigation system, any obstructions, drainage conditions and the actual grades.

### **1.9 Insurability and Bondability**

Each Proposer shall supply with its proposal, evidence of insurability and/or bondability commensurate with the requirements specified in the Service Agreement (see Article Three – Warranties, Liabilities, Indemnities, and Insurance).

### **1.10 Proposal Duration**

The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the Proposal Delivery Date. During this time, all provisions of the Proposal must be in effect, including prices.

### **1.11 Pricing Instructions**

Proposer shall submit their price information on the "Summary Bid Form" and the "Itemized Bid Forms" (see Service Agreement – Exhibit “B”) with all cost information spaces completed. Proposer shall also sign the Summary Bid Form and complete the proposer name and address information. Each line item price identified on all Itemized Bid Forms (see Service Agreement – Exhibit “B”) shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit.

### **1.12 Substitutions**

Proposer will not be allowed to make any substitution(s) in materials, quantities or frequencies during the bid process. Proposer shall complete the Summary Bid Form and Itemized Bid Forms (see Service Agreement – Exhibit “B”) using the quantities identified.

**1.13 Price Guarantee**

Contractor agrees that its pricing to the Owner shall not increase throughout the term of this Service Agreement.

**1.14 Contractor Resume**

Each Proposer shall submit with its proposal a complete resume of experience, qualifications, marketing materials and completed Contractor Qualification Statement. (Exhibit "H")

**1.15 Signature and Legibility**

The name, address and signature of the Proposer and the price information shall be clearly and legibly written on the Summary Bid Forms and Itemized Bid Forms (see Service Agreement – Exhibit "B"). Proposer's Proposal shall be signed by a person legally authorized to bind the Proposer to a contract.

**1.16 Inspection of Contractor's Facilities**

Owner may, upon selecting a Contractor for this Work, within 10 days send his representative(s) to visit the Contractor's facilities before executing a Service Agreement.

**1.17 Material Quantities**

It is the Contractor's responsibility to confirm all material quantities.

**1.18 Maintenance Personnel Uniforms**

All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. Contractor shall have a reasonable time within which to obtain uniforms for new employees. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire is permitted.

**1.19 Maintenance Personnel Behavior**

No smoking in or around the building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards tenants, guest, management, etc will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

**1.20 Safety**

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all OSHA and DOT standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's Work under this agreement, utilizing safety equipment such as bright vests, work zone signage, traffic cones, etc.



## **EXTERIOR LANDSCAPE MAINTENANCE SERVICE AGREEMENT**

This Service Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Owner, Meadow Pointe II Community Development District (referred to herein as “Owner”) located in Wesley Chapel, FL and \_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_ being collectively referred to as the "Parties". Owner's property to be maintained by Contractor is located in Wesley Chapel, FL.

### **ARTICLE ONE – STATEMENT OF INTENT**

Contractor is hereby made aware that the Community Development District (“Owner”), Inframark, (“District Manager”) and the Landscape Maintenance Consultants, OLM, INC., (“Consultant”) anticipate that the landscape maintenance at this site shall be of the very highest quality. All work to be performed (the “Work”) within the scope of the Specifications (defined below) shall be strictly managed, executed, and performed by experienced personnel.

### **ARTICLE TWO – SCOPE OF WORK**

The Landscape Maintenance Services (as defined in the Service Agreement – Exhibit “A”, "Service Description and Specifications", hereinafter referred to as the “Specifications”) will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within the Specifications of all planted trees, plants, groundcovers, and lawn areas within the limits of the Work area of Meadow Pointe II Community Development District, in Wesley Chapel, FL.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified to the Specifications and frequencies described in Exhibit “A”.

Owner and/or District Manager reserves the right to modify the scope of Work, i.e., the quantity or type of materials used, the frequency of performance, etc.

### **ARTICLE THREE – WARRANTIES, LIABILITIES, INDEMNITIES, and INSURANCE**

#### **3.1 Warranties**

Contractor warrants that Work performed and all goods delivered under this Service Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these Specifications. Contractor further warrants that all Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Consultant and/or Owner and/or District Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified

herein.

By executing this Service Agreement, Contractor represents that he has examined carefully all of the contract documents acquainted with the premises where the Work is to be performed and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work. Contractor acknowledges that the contract documents are sufficient for the proper and complete execution of the Work.

### 3.2 **Liabilities**

It is the responsibility of the Contractor to notify the Owner and/or District Manager in writing of any conditions beyond the control of the Contractor or scope of Work of these Specifications which may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following:

- a. Vandalism and/or other abuse of the property, which results in damage to the plant material.
- b. Areas of the site that continually hold water.
- c. Areas of the site that are consistently too dry.

Contractor shall list any such items on the Weekly Maintenance Worksheet (Service Agreement – Exhibit “D”) along with recommend solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for the repair of such items.

### 3.3 **Indemnification and Safety**

Indemnification/Hold Harmless. Contractor assumes liability for and shall hereby indemnify, defend and save Owner, District Manager, and Consultant (as well as all of their agents, employees, officers, directors, Supervisors, successors and assignee) harmless from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, consequential and punitive damages, costs and attorneys’ fees irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising in any manner whatsoever from or out of Contractor’s presence at the Site for any purpose, (including, but not limited to, performing Work under this Agreement whether by Contractor or its subcontractors, agents, invitees, employees, officers, directors, successors and assigns) and arising out of the Site or the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death).

Contractor further indemnifies and holds Owner, District Manager, and Consultant harmless from and against all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, consequential and punitive damages, costs and attorneys’ fees) for damages and injury to persons (including death) or property caused in whole or in part by any act, omission, negligence, willful or criminal misconduct,

or fault of Contractor (its subcontractor, agents, invitees, employees, officers, directors, successors and assignee). In defense of all such claims, actions, damages, losses and liabilities, the Owner, District Manager, and Consultant shall each have the absolute right to select legal counsel of their own choice and Contractor shall be responsible for payment of all reasonable attorneys' fees incurred by or on behalf of the Owner, District Manager, or Consultant in each such case. Contractor's obligation to indemnify and defend Owner, District Manager, and Consultant hereunder is absolute, including instances where Owner, District Manager, and Consultant are found potentially liable, responsible or at fault and in those instances where Owner, District Manager, and Consultant's own negligence or actions may have caused the damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend Owner, District Manager, and Consultant for damages found by a Court to have been caused solely by Owner, District Manager, or Consultant's gross negligence or the willful, wanton or intentional misconduct of Owner, District Manager, and Consultant or their employees, officers, directors, successors and assigns. The provisions of this Section shall survive the expiration or earlier termination of this Service Agreement.

**No Construction Contract. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.**

Mechanics and Construction Liens. Contractor waives the right to file mechanics and construction liens, and will indemnify, defend and save harmless Owner, District Manager, and Consultant against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers.

Safety. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Service Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration ("OSHA"). Contractor shall take precautions at all times to protect any persons and property related or affected by Contractor's Work under this Service Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Service Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

### 3.4 **Insurance**

- a. Contractor shall provide and maintain during the life of this Service Agreement, "Workmen's Compensation Insurance" for all of its employees performing the work and in case work under this Service Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Workmen's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in

hazardous work performed under this Service Agreement are not protected under the “Workmen’s Compensation” Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

- b. Contractor shall provide and maintain during the life of this Service Agreement, insurance that will protect the Contractor and any subcontractor performing the Work under the Service Agreement from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them.

During the life of this Service Agreement, Contractor shall at all times maintain insurance policies and coverage as required by this Section, and promptly pay all premiums due thereon. At the time of execution of this Service Agreement, the Contractor shall deliver to the Owner and District Manager certificates of insurance setting forth the required coverages from companies acceptable to the Owner and District Manager. The certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed without 30 days prior written notice to the Owner and District Manager.

Insurance shall be provided with a per occurrence limit of \$2,000,000 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including products and completed operations. The Owner, District Manager, individual Supervisors, and Consultant shall be named as additional insured.
  2. Comprehensive Auto Liability Insurance. The Owner, District Manager, and individual Supervisors shall be named as an additional insured.
  3. Contractual Liability Insurance. The Owner, District Manager, and individual Supervisors shall be named as additional insured.
- c. All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida with an A.M. Best rating of at least A- and acceptable to Owner. Insurance provided by out-of-state re-insurers shall not be acceptable.

**ARTICLE FOUR – PAYMENT**

Subject to the conditions set forth in this Article, payments by Owner to Contractor for the Work performed pursuant to this Service Agreement shall be paid in the following annual amounts:

|  |          |
|--|----------|
| <b>Category A - Landscape Maintenance Total</b>                | \$ _____ |
| <b>Category B - Seasonal Color/Perennial Maintenance Total</b> | \$ _____ |
| <b>Category C - Seasonal Plant Installation Total</b>          | \$ _____ |
| <b>Category D - Mulch Total</b>                                | \$ _____ |
| <br>   |          |
| <b>FIRST YEAR TOTAL CONTRACT PRICE</b>                         | \$ _____ |
| <i>Second Year Total Contract Price</i>                        | \$ _____ |
| <i>Third Year Total Contract Price</i>                         | \$ _____ |

- 4.1 Payment for Landscape Maintenance (Category A) from the Summary Bid Form attached hereto as Exhibit “B” (collectively, the “Landscape Maintenance Payment”) will be based on 12 equal monthly payments.
- 4.2 Contractor shall submit to the District Manager a monthly invoice for the Landscape Maintenance Payment, together with a detailed statement of all services rendered to the Owner by the Contractor in the preceding month. Within 30 days after receipt of said invoice and statement, the Owner shall remit to the Contractor seventy-five percent (75%) of the Landscape Maintenance Payment, or \$ \_\_\_\_\_ (the “Base Payment”).
- 4.3 In addition to the Base Payment Fixed Amount of Categories A and B from the Summary Bid Form, portion of the Landscape Maintenance Payment, Contractor may also be entitled to receive a monthly *Performance Payment*<sup>TM</sup> of twenty-five percent (25%) of the Landscape Maintenance Payment, or \$ \_\_\_\_\_ (the “*Performance Payment*<sup>TM</sup>”). The amount of a *Performance Payment*<sup>TM</sup>, if any, shall be determined as follows: Consultant, Owner or District Manager, and Contractor shall conduct an inspection of the Work performed by the Contractor once per month, and the Consultant shall prepare a Landscape Maintenance Inspection Grade Sheet (see Service Agreement – Exhibit “C”) based on each inspection. Based upon the *Performance Payment*<sup>TM</sup> percentage (described in Article 8.4 "Grade Evaluation/Scoring") for a month, the Contractor may be entitled to a *Performance Payment*<sup>TM</sup> for said month based on a score of **Eighty-nine Percent (89%)** or above.
- 4.4 Any *Performance Payment*<sup>TM</sup> due for a month shall be paid concurrent with the Base Payment Fixed Amount for said month. Consultant will be responsible for scheduling the monthly inspections. Consultant must be given at least 14 days' notice to reschedule. All inspections will proceed as scheduled with or without the attendance of the Contractor.
- 4.5 *Performance Payment*<sup>TM</sup> is void unless the Consultant performs the monthly landscape maintenance inspection. If Consultant does not perform the monthly landscape maintenance inspection, the Contractor will be entitled to receive the full Landscape

Maintenance Payment for that month.

- 4.6 Payment for Seasonal Color/Perennial Installation and Mulching, Categories C and D from the Proposal Forms, will be invoiced as the Work is completed and approved by Operations Manager on behalf of the Owner.

**ARTICLE FIVE – TERMINATION**

- 5.1 Owner may terminate this Service Agreement with thirty (30) days’ written notice, at any time prior to the expiration of any term, with or without cause, at Owner’s sole and absolute discretion. The written notice must be transmitted to the Contractor by Certified Mail or hand delivery. The 30-day notice shall commence on the day of actual receipt of said written notice by Contractor.
- 5.2 Contractor may terminate the Service Agreement with sixty (60) days’ written notice with or without cause. Termination notice must be sent to and received by the Owner and/or District Manager by Certified Mail. The 60-day notice shall commence on the day of actual receipt of said written notice by Owner and/or District Manager via Certified Mail or hand delivery.
- 5.3 The table below is to be used in determining the actual dollar amounts owed to either the Owner/District Manager or Contractor in the event the Service Agreement is terminated before the end of a twelve-month period (assuming a leveled billing system). The percentages apply only to Categories A and B from the Summary Bid Form (Exhibit “B”) and are representative of the dollar amount of the actual work performed. To determine this dollar amount, add each month's percentage between the Service Agreement start date and termination date. Multiply this percentage by the A and B total to determine the amount of actual Work done. The difference between this total, compared to the amount actually paid  $[1/12 \times (A+B)]$ , is the amount owed to either the Owner and/or District Manager or the Contractor.

| Mth | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| %   | 5   | 6   | 7   | 10  | 10  | 10  | 10  | 10  | 10  | 10  | 7   | 5   |

Example:

Category A plus Category B from the Service Agreement Summary Bid Form is \$12,000.00. The Service Agreement start date is January 1. The termination date is July 31. The total of the percentages = 58%.  $58\% \times \$12,000 = \$6,960.00$ , which represents the actual work done. The actual amount paid was  $\$1,000.00/\text{month} \times 7 \text{ months} = \$7,000.00$ . Because the actual amount of Work done is less than the actual amount paid, the Contractor owes the Owner and/or District Manager \$40.00.

## **ARTICLE SIX – SCHEDULING**

### **6.1 Timing**

Scheduling of maintenance visits will be determined by the Owner and/or District Manager. Owner and/or District Manager 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.

Owner and/or District Manager may at any time request alterations to the general maintenance service provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials or labor.

Contractor will notify CDD of subcontractors on site and are fully responsible for subcontractor actions. Contractor will sign in/out at CDD Operations Office (Clubhouse) on arrival and departure. The CDD is to be notified if any scheduled work is to occur on weekends or outside of the normal business week.

## **ARTICLE SEVEN – BILLING/ADDITIONAL WORK REQUEST**

### **7.1 Billing**

It is the Contractor's responsibility to inspect and manage the need for the specified items and frequency of the specified items in Exhibit “B”. It is also the responsibility of the Contractor to notify the Consultant/Owner and/or District Manager (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified on the Category A and B (Maintenance Itemized Bid Forms – Exhibit “B”).

Labor unit prices, including a per supervised man-hour cost and a per labor hour cost, shall be provided for any proposed Contractor work outside the Service Agreement scope that the Owner and/or District Manager requests. Any such Work must be approved in writing by the Owner and/or District Manager before it is begun by the Contractor. When any extra Work is performed and the Owner and/or District Manager deems such work entitles compensation beyond the monthly price of maintenance, the Contractor will complete an additional work request showing:

- a. The number of workmen, their title, and the number of man-hours required to perform the Work.
- b. A brief description of the nature of the Work, a list of materials used, along with an estimate of total cost to complete Work.
- c. All possible associated future costs, i.e., mulch, additional irrigation heads.

## **ARTICLE EIGHT – LANDSCAPE MAINTENANCE INSPECTIONS**

### **8.1 Weekly Inspections**

Contractor is responsible for a weekly inspection of the entire property and for the performance of all items required and referred to in these Specifications.

### **8.2 Weekly Maintenance Worksheet**

Contractor is also responsible for notifying the Owner and/or District Manager and the Consultant through the Weekly Maintenance Worksheet (Exhibit “D”) of any problems. This worksheet must be left with the property manager on the day of the maintenance visit and copies must be sent to OLM on a weekly basis. These forms are very important in protecting Owner and/or District Manager and Contractor when discrepancies occur. Contractor may use its own formatted worksheet form upon approval of the Owner and/or District Manager and/or Consultant. Any items not called to the attention of the Owner and/or District Manager and Consultant that result in any damage to the property will become the liability of the Contractor. The Contractor will make note of completion of Inspection Maintenance Items from the previous Landscape Maintenance Inspection on the Weekly Maintenance Worksheet.

### **8.3 Monthly Landscape Maintenance Inspection**

Owner and/or District Manager and Consultant will perform a monthly site inspection with the Contractor. At that time, the Consultant will compile a list of landscape related items that should be performed before the next site inspection. OLM, INC. will be responsible for scheduling the monthly inspections. OLM, INC. must have no less than a 14-day notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

### **8.4 Grade Evaluation/Scoring**

Consultant will be responsible for the graded evaluation of the property. The final grade evaluation will be determined by the timely and quality execution of the Contractor's landscape maintenance functions. The Contractor's monthly *Performance Payment*<sup>TM</sup> will be determined by the final score, based on the form labeled Sample Landscape Maintenance Inspection Grade sheet (Exhibit “C”). Each item listed on the Inspection Form has a specific amount of points from which deductions may be made for the improper execution of each landscape-related task. Items are not scored if the Work is being performed to industry standards.



**ARTICLE NINE – COMPLIANCE WITH LAWS**

Contractor shall, at its own expense, obtain all necessary permits and licenses required by any federal, state, county or local codes, laws, ordinances and regulations. Contractor will comply with all applicable state, federal, county and local laws, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

**Contractor shall provide to Owner a written, dated, signed and notarized certification statement of compliance to Federal and State Labor Laws (Form I-9, Employment Eligibility Verification.)**

**ARTICLE TEN – MISCELLANEOUS**

- 10.1 This Service Agreement, together with all Exhibits, shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the Owner and/or District Manager.
- 10.2 The invalidity in whole or in part of any provision of this Service Agreement shall not affect the validity of any other provision.
- 10.3 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Service Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 10.4 No subsequent agreement concerning the service provided shall be effective unless made in writing and executed by authorized representatives of the Parties.
- 10.5 Notices shall be in writing, effective upon receipt, if mailed or faxed to:

Owner and District  
Manager c/o:

Company Name Meadow Pointe II Community Development District  
 c/o Inframark  
 Street Address 2654 Cypress Ridge Blvd, Suite 101  
 City, State Wesley Chapel, FL 33544  
 ATTN.: \_\_\_\_\_  
 Tel.: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Contractor:

Company Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City, State \_\_\_\_\_

ATTN.: \_\_\_\_\_  
 Tel.: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

10.6 The Exhibits and Schedules attached to this Service Agreement and made a part hereof are:

|             |   |
|-------------|---|
| Exhibit "A" | Service Description and Specifications      |
| Exhibit "B" | Summary and Itemized Bid Forms              |
| Exhibit "C" | Landscape Maintenance Inspection Gradesheet |
| Exhibit "D" | Weekly Maintenance Worksheet                |
| Exhibit "E" | <i>Reserved</i>                             |
| Exhibit "F" | Irrigation Roster                           |
| Exhibit "G" | Site Maps                                   |
| Exhibit "H" | Contractor Qualification Statement          |

10.7 Any subcontractor utilized by Contractor shall be the total responsibility of Contractor. All terms and conditions of this Service Agreement imposing responsibilities and obligations on Contractor shall apply to any and all subcontractors.

10.8 In the event suit is brought or an attorney is retained by either Party to enforce the terms of this Service Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy to which that Party may be entitled, reimbursement for reasonable attorney's fees.

10.9 The terms and provisions of this Service Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Service Agreement.

10.10 **This Service Agreement shall not be assigned or sub-contracted by the Contractor without prior written consent of the Owner and/or District Manager.**

10.11 Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Service Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the Owner is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the Owner to perform the Services; 2) upon request by the Public Records Custodian, provide the Owner with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Service Agreement term and following the Service Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of the Service Agreement, transfer to the

Owner, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**ARTICLE ELEVEN – SIGNATURES**

Having carefully examined this Service Agreement, as well as the premises and the conditions affecting the Work outlined herein, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in said documents. The term of this Service Agreement shall begin on October 1, 2023 and expire on September 30, 2026.

The parties hereto signing this Service Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Service Agreement on behalf of their respective companies. IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first written above.

**MEADOWPOINTE II COMMUNITY DEVELOPMENT DISTRICT**  
(Owner)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR NAME**  
(Contractor)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## EXHIBIT "A"

### SERVICE DESCRIPTION AND SPECIFICATIONS

*The indications for Line Items after each specification correspond to the Landscape Maintenance Itemized Proposal Form and Seasonal Plant Maintenance Itemized Proposal Form - Exhibit "B" and are to be performed to the frequencies specified.*

#### I. TURF MAINTENANCE

##### A. Mowing

**St. Augustine** turf shall be cut at a height of two (2) to five (5) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. *(Line Item: St. Augustine Mow)*

**Bahia turf** areas shall be cut at a height of three (3) to five (5) inches. *(Line Item: Bahia Mow)*

**Lake / retention pond turf areas** that are non-irrigated shall be mowed to a height of three (3) to five (5) inches. Lake or pond shore mowing shall be done to minimize erosion, rutting and discharge of clippings into surface water bodies. The Contractor is responsible to utilize the Best Management Practices to reduce introduction of grass clippings into surface waters. Ponds shores will be maintained to the water's edge. The use of recycling decks or smaller commercial mowers is suggested. *(Line Item: Lake Mow)*

##### **Undeveloped Parcel (Mansfield/County Line)**

Areas inaccessible to mowers are to be line trimmed. Areas of bulk concrete storage is to be herbicided in such a way to remove weedy growth. *(Line Item: Undeveloped Parcel Mow)*

##### B. Edging

Contractor shall be responsible for edging all curbs, sidewalks (hardlines) with a metal blade edger **with each mow service**. All completed edges shall have a perpendicular appearance between turf and hardlines, and turf and bedlines. Bedlines of turf to mulch (bedlines) will be completed at half the frequency of hardlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weed eaters are not to be used in edging. Chemical edging is only permitted along fence or wall edges. *(Line Item: Edge Bedlines/Edge Hardlines)*

Blowers shall be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

##### C. Fertilization

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. Contractor shall be responsible for removing any excess fertilization from paved surfaces, curbs, and sidewalks.

Contractor is responsible for adjusting the pH as necessary to maintain healthy turf.

**Bahia lake sides** and retention pond turf areas shall not be fertilized. (*Line Item: Turf Fertilization*)

**D. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks. Contractor shall be responsible for the control of Fire Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Fire Ants have been killed. (*Line Item: Insect/Disease Control*)

**E. Water**

Contractor shall be responsible for damage to irrigation and water supply items caused by Contractor's negligence and will be responsible for replacement of these items. All damage to irrigation and water supply items shall be reported to District in writing. Contractor shall be responsible for monitoring the moisture levels in turf areas and reporting any problems, in writing, that may be present during the maintenance visit.

Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty. (*Line Item: Irrigation Inspection and Management*)

**F. Turf Weed Control**

Weeds shall be controlled in turf areas by mechanical, physical and chemical methods. Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. Contractor shall be responsible for removing any chemicals used in treating weeds from paved surfaces, curbs, and sidewalks.

Lake and retention pond areas shall not receive weed control applications. (*Line Item: Turf Weed Control*)

**G. Monofilament Trim**

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery. Incidental discharge into pond surfaces does not constitute a violation of standards however every reasonable effort should be made to reduce trimmer discharge. (*Line Item: Monofilament Trim*)

**II. SHRUB AND GROUND COVER MAINTENANCE**

**A. Pruning**

All shrubs shall be hand and mechanically pruned to industry standards, removing dead and damaged wood to allow for natural development of plant material, and to create the

effect intended by the Consultant and District. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Deep hand pruning and/or structure pruning shall be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings. *(Line Item: Shrubs or Groundcover Trim)*

**B. Fertilization**

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants. *(Line Item: Shrub Fertilization)*

**C. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. *(Line Item: Insect/Disease Control)*

**D. Water**

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to plants that were not reported to the District in writing, and shall be responsible for replacement of these items. Contractor shall not be responsible for the watering of any shrub or groundcover areas unless plant material is under warranty. *(Line Item: Irrigation Inspection and Management)*

**E. Bed Weed Control**

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Contractor shall maintain all bed areas in such a way as to control and strive to eliminate weeds. Contractor shall be responsible for removing any excess chemical application used to control weeds from paved surfaces, curbs, and sidewalks. *(Line Item: Bed Weed Control)*

### III. TREE MAINTENANCE

#### A. Pruning

Contractor shall be responsible for maintaining all trees along boulevards, roadways, parks, activity areas, conservation areas, and all designated neighborhoods such that no branches/limbs shall overhang on sidewalks and parking areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Trees located in natural area shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. Moss, located on trees, up to 15'-0" will be removed during pruning services.

Contractor shall be responsible for pruning all ornamental trees such as Wax Myrtles, Crape Myrtles, Photinias, American Hollies, Fosteri Hollies, Savannah Hollies, Burfordii Hollies, Nellie R. Stevens Hollies, Ligustrums, East Palatka Hollies, Dahoon Hollies, Silver Buttonwoods, Treeform Oleanders, Sea Grapes, and Cattley Guavas. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. (*Line Item: Tree Pruning*)

#### *Palm Pruning*

All palms shall be pruned and shaped as required, removing dead fronds and spent seedpods. Palms should not be severely pruned. All palms should be pruned at a 90-degree angle, no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads. Washingtonia and Sabal palms shall be regularly pruned and the practice of leaving the old fronds as skirts is not acceptable. When pruning all palms, all pruning equipment shall be sterilized prior to the pruning of each tree. Spikes are never to be used when climbing trees. Contractor shall be not responsible for pruning palms over 50 feet in overall height. (*Line Item: Palm Pruning*)

#### B. Fertilization

Fertilization applies to planted trees that still are staked or guyed, and planted trees that have a caliper of eight (8) inches or less. Existing mature trees do not apply. Contractor is required to notify Owner and make recommendations, in writing, of all other trees that may need supplemental fertilization. Contractor shall remove any excess fertilization from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy trees. (*Line Item: Tree Fertilization*)

**Palms** are to be fertilized using fertilizers especially formulated for palms. (*Line Item: Palm Fertilization*)

#### C. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems for trees that are eight (8) inches in caliper or less. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. (*Line Item: Insect/Disease Control*)

**D. Water**

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems in writing that may be present during the maintenance visit.

Contractor shall be responsible for damage to trees that were not reported to the District in writing, and will be responsible for replacement of these items. Contractor shall not be responsible for the watering of any trees unless plant material is under warranty. *(Line Item: Irrigation Inspection and Management)*

**E. Staking**

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Consultant and/or Contractor. Trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval. *(Line Item: Tree Pruning)*

**IV. SEASONAL COLOR/PERENNIAL MAINTENANCE**

**NOTE: Seasonal Color program is excluded from this Scope of Work and may be selected at a future point. For that reason, the standard remains in the specification. Perennial Maintenance services are to be included as Landscape Maintenance Total.**

**A. Bed Preparation**

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing pots and annual bed areas based on plant spacing as specified. Contractor shall also be responsible for planting the specified size of plant material designated by Consultant. Beds shall be prepared to Consultant's specification. See Annual Beds Amendment Sheet.

Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The District and Consultant shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report.

Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed. Fertilizers should be raked into the top six (6) inches or soil mix. pH adjustment should be made during each seasonal rotation. See Annual Bed Amendments for specified chemical rates. Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot or automobile traffic. Remove rocks and debris, and trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching.

**District reserves the right to install permanent perennial or woody plant material in lieu of seasonal color. Seasonal color bed locations shall be determined by agreement between District and Contractor. *(Line Item: Seasonal Color)***

**B. Seasonal Color Replacement**

Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the District and Consultant.



*(Line Item: Perennial Maintenance)*

**C. Mulching**

Bed areas shall have one-fourth (1/4) inch of finely ground pinebark mulch at all times, not allowing bare soil areas to be visible. *(Line Item: Supplemental Pricing)*

**D. Deadheading and Pruning**

Deadheading: Declining flowers and foliage shall be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass. *(Line Item: Supplemental Pricing)*

**E. Fertilization**

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. *(Line Item: Perennial Maintenance)*

**F. Insect and Disease Control**

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks. *(Line Item: Perennial Maintenance)*

**G. Watering**

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the District in writing, and will be responsible for replacement of these items.

Contractor shall be responsible for manual or mechanical watering of plant material as needed to maintain healthy plants. Time must be accounted for on the WEEKLY MAINTENANCE WORKSHEET. *(Line Item: Perennial Maintenance)*

**H. Bed Weed Control**

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Contractor shall maintain all bed areas in such a way as to control and strive to eliminate weeds. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks. *(Line Item: Perennial Maintenance)*

**I. Perennial Maintenance**

All perennial beds shall be serviced on a bi-weekly basis. The removal of all spent blooms, flower stalks, and drying foliage shall be performed weekly or as needed. A one-time (fall or late winter) cut back and mulching of all foliage will also be included in the cost. Any

additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies and Liriope shall be cut back (either manually or mechanically) in the early spring. *(Line Item: Perennial Maintenance)*

## **V. MULCHING FOR TREE AND SHRUB BED AREAS**

### **A. Mulch**

Contractor shall be responsible for pricing one (1) complete application of medium grade Pinebark nuggets, which will occur at the District's discretion. Mulch is to be spread at a depth of **one and one-half (0'-1.5")** inches such that none of the old or previously laid mulch is visible. Contractor shall be responsible for removal of mulch from paved surfaces, curbs, and sidewalks. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the proposal process. Contractor shall be responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, etc. *(Line Item: Supplemental Pricing – Mulch)*

### **B. Trenching**

Bedline edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A three (3)-inch deep trench along turf bedlines are not required. All tree wells located in turf areas shall have root balls raked smooth, and shall be trenched and beveled at a depth of three (3) inches. *(Line Item: Supplemental Pricing – Mulch)*

## **VI. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL**

### **A. Clean Up Procedures**

As a part of each weekly maintenance service, a general cleanup program will occur. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed. This shall encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas shall be kept clean within 15 feet of curbs and planted areas. *(Line Item: Debris Disposal)*

### **B. Road Kill**

Contractor shall be responsible for removal and proper disposal of any animal carcass Monday through Friday. *(Line Item: Debris Disposal)*

### **C. Weed Control**

Contractor shall maintain all parking lot areas, curb, gutters, pavers, driveways, parkways, paths and bike paths in such a way as to control and strive to eliminate weeds. *(Line Item: Bed Weed Control)*

**D. Disposal of Debris**

All debris shall be disposed of off site. District shall furnish area for Contractor dumpster storage. *(Line Item: Debris Disposal)*

**E. Severe Weather Cleanup**

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If Owner elects, they may request that the Contractor utilize dedicated man-hours for the purpose of severe weather cleanup. Contractor shall have the capability to provide severe weather clean up services for an additional fee.

**F. Typical Weather Cleanup**

Contractor shall be responsible for debris cleanup deposited by typical weather conditions. *(Line Item: Debris Disposal)*

**F. Maintenance of Fence Line Easements**

The village entrances where the District has planted trees and shrubs behind the walls is the responsibility of the Contractor to maintain this plant material. Additionally, in areas where PVC fencing serves as a buffer between the roadway and a mitigation area and/or storm water retention ponds, the Contractor shall be responsible for maintaining all plant material behind the fence, including mowing down to the lake bank and/or mitigation plant material (roughly 10 feet behind fence row). **Any damage to or defacing of fencing, walls, or other owners' property shall be the sole responsibility of Contractor to repair, clean or replace**

**VII. LEAF REMOVAL****A. Leaf Collection**

Contractor shall be responsible for weekly removal of leaf buildup in turf, straw, and bed areas. All leaves and debris must be collected and removed off site during weekly service visits to prevent heavy build-up and cause damage to plant material by smothering. *(Line Item: Weekly Debris Disposal)*

**B. Disposal of Debris**

All debris shall be disposed of off site. *(Line Item: Debris Disposal)*

**VIII. NATURAL AREA MAINTENANCE**

**A.** All boundary wooded natural areas shall be kept free of limbs and weeds. Natural leaf drop will not have to be removed. These areas can also be used for leaf deposit if District's permission is obtained.

**B.** Contractor shall be responsible for removal of any dead trees less than two (2) inches in caliper in all maintained areas.

- C. Contractor shall be responsible for maintaining a three-foot (3-foot) buffer between any natural vegetation growth and formal maintained areas. (Line Item: Natural Area Woodline Maintenance)**

## **IX. PLANT MATERIAL DISPOSAL**

### **A. Removal**

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. *(Line Item: Debris Disposal)*

### **B. Replacement**

Contractor shall contact and advise the Owner, in writing, of possible replacements. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

## **X. IRRIGATION SYSTEM**

### **A. Irrigation Inspection and Management**

1. Contractor agrees to program, monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a daily basis. At all times, the system shall be functioning properly and conforming to all related codes and regulations. Adjustments include but are not limited to: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment.
2. Contractor agrees to be responsible for monitoring all systems within the described premises and correct for: coverage, adjustment, clogging of lines and removal of obstacles, including plant materials and turf which obstruct the spray.
3. Contractor shall be responsible for checking and adjusting all controllers to assure proper operation.
4. Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract and as needed. Contractor shall be required within first 30 days of Commencement of Contract and/or startup of system to furnish Owner and Consultant with a complete summary of entire irrigation system to include each clock and zone operation. Contractor shall be required within first 30 days of Commencement of Contract and/or startup of system to furnish Owner and Consultant with a complete summary identifying any inoperable/damaged components with pricing to make system operational and furnishing this information to Owner. Owner shall be liable for all costs associated with making irrigation systems completely operational prior to Contractor assuming responsibility as described throughout Section X. Irrigation System.

*(Line Item: Irrigation Inspection and Management)*

**B. Irrigation System Maintenance, Repairs, and Replacement**

1. Contractor shall bear all cost for any and all maintenance, repairs, and parts associated with the system including the water delivery system, main lines two (2) inches or less in diameter, lateral lines two (2) inches or less in diameter, and sprinkler heads. Contractor shall bear full responsibility 24 hours per day, seven (7) days per week, for normal daily operations of irrigation system and pumping units.
2. Contractor shall make all repairs as needed within 24 hours except for replacement of capitalized items described below. Parts and labor expense shall be born by the Contractor as part of his obligation. Contractor shall be responsible for all associated actions before repairs.
3. Contractor shall **not** be required to bear the cost of replacing the following irrigation system capitalized items, such as pumps, controllers, valves, any irrigation lines greater than two (2) inches in diameter and faulty or damaged wiring. Owner shall be furnished an itemized damaged parts list, estimated labor cost and cost for all such capital items that must be authorized by Owner prior to execution of purchase. The labor costs associated with repairing or replacing these items shall be born by the Owner. (*Line Item: Supplemental Pricing – Irrigation Inspection and Management*)

**XI. LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET**

- A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The Specifications are intended to be consistent with current label instructions. In the event the Specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- B. Contractor shall be responsible for applying chemicals and fertilizers. Following manufactures recommended rates are general guidelines and shall be used as such. Contractor is totally responsible for furnishing the District with healthy, vigorous plant material throughout the term of the Contract.
- C. Chemical forms may vary with weather conditions.
- D. Contractor shall be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E. Contractor shall be responsible for taking general and micronutrient tests of turf and shrub bed areas. District and Consultant should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the Contract.
- F. Contractor shall be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the Contract.

- G.** Contractor shall be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.
- H.** Contractor shall take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

## **XII. SEASONAL COLOR BED AMENDMENTS CHART**

| <b>AMENDMENTS</b>           | <b>DEPTH</b> | <b>RATE</b>      |
|-----------------------------|--------------|------------------|
| <b>I. NEW BEDS:</b>         |              |                  |
| Earth Food/Mushroom Compost | 12" – 24"    | 50#/50 sf.       |
| Michigan Peat*              | 18" – 24"    | 124#/50 sf.      |
| River Sand**                | 18" – 24"    | 125#/50 sf.      |
| Fertilizer                  | 6"           | See Label        |
| Lime                        | 6"           | As per soil test |
| Fungicide i.e. Banrot       | 6"           | See Label        |
| <b>II. ESTABLISHED BEDS</b> |              |                  |
| Earth Food/Mushroom Compost | 12" – 24"    | 25#/50 sf.       |
| Michigan Peat*              | 18" – 24"    | 50#/50 sf.       |
| River Sand**                | 18" – 24"    | 25#/50 sf.       |
| Fertilizer                  | 6"           | As per soil test |
| Lime                        | 6"           | As per soil test |
| Fungicide                   | 6"           | As per soil test |

\*For beds which consistently dry out too quickly.

\*\*For beds which consistently exhibit drainage problems.

**EXHIBIT "B"**

**SUMMARY PROPOSAL FORM**

**Exterior Landscape Maintenance**  
**MEADOW POINTE II CDD**  
*Wesley Chapel, FL*

|   |  |
|---|--|
| <b>CATEGORY A. Landscape Maintenance Total</b>  |  |
| <b>CATEGORY B. Mulching Total</b>               |  |
| <b>1<sup>ST</sup> YEAR TOTAL PROPOSAL PRICE</b> |  |
| <b>2<sup>ND</sup> YEAR TOTAL PROPOSAL PRICE</b> |  |
| <b>3<sup>RD</sup> YEAR TOTAL PROPOSAL PRICE</b> |  |

Contractor Company Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

**\* District may purchase materials tax exempt; however proposal amounts must include and identify sales tax. To the extent District purchases materials tax exempt during the life of this Service Agreement, District shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Proposal Price.**

**WORK SCHEDULE**

Work under this Service Agreement is to begin at the execution of the Service Agreement and run concurrently with any successive terms.

**ADDENDA**

Contractor acknowledges receipt of the following Addenda, which are included in our Proposal.

|            |        |
|------------|--------|
| ADDENDUM # | DATED: |
| ADDENDUM # | DATED: |

**UNIT PRICES**

We acknowledge receipt of the following Unit Prices which are included in our Proposal.

|              |        |
|--------------|--------|
| UNIT PRICE # | DATED: |
| UNIT PRICE # | DATED: |



**EXHIBIT “B”**

**MEADOW POINTE II CDD**

**CATEGORY A  
LANDSCAPE MAINTENANCE ITEMIZED PROPOSAL FORM**

| <b>FUNCTION</b>                   | <b>FREQUENCY (PER YEAR)</b> |
|-----------------------------------|-----------------------------|
| St. Augustine Mow                 | 42                          |
| Bahia Mow                         | 32                          |
| Lake Shore Mow                    | 32                          |
| Edge (Bedlines)                   | 21                          |
| Edge (Hardlines)                  | 42                          |
| Monofilament Trim                 | 42                          |
| Turf Fertilization                | 6                           |
| Turf Weed Control                 | 52                          |
| Insect/Disease Control            | 52                          |
| Bed Weed Control                  | 52                          |
| Shrub/Groundcover Trim            | 12                          |
| Perennial Maintenance             | 26                          |
| Shrub Fertilization               | 2                           |
| Groundcover Fertilization         | 2                           |
| Natural Area Woodline Maintenance | 12                          |
| Tree Pruning                      | 12                          |
| Palm Pruning                      | 1                           |
| Tree Fertilization                | 2                           |
| Palm Fertilization                | 2                           |
| Debris Disposal                   | 52                          |
| Irrigation Management             | 52                          |

**CATEGORY A. 1<sup>ST</sup> YEAR LANDSCAPE MAINTENANCE TOTAL \$ \_\_\_\_\_**

**\* Owner may purchase materials tax exempt; however proposal amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Proposal Price.**

**EXHIBIT “B”****MEADOW POINTE II CDD****SUPPLEMENTAL PRICING FORM**

|   |       |
|---|-------|
| 1. Mini pinebark nuggets - (cost/yard, spread on site)  | \$    |
| 2. Grade A pinestraw (cost/bale, spread on site)  | \$    |
| 3. Additional Labor with truck and hand tools (cost/man hour)   | \$    |
| 4. Additional labor with truck and small power equipment (e.g., edger, blower, etc.) (cost/man hour)  | \$    |
| 5. Additional labor with truck and light power equipment (e.g., 36” and 52” walk mower) (cost/man hour)   | \$    |
| 6. Additional labor with truck and heavy power equipment  | a. \$ |
| a. 72” bush hog with operator (cost/man hour)   | b. \$ |
| b. 600 gallon minimum watering truck with operator (cost/man hour)  |       |
| 7. St. Augustine sod laid, non-site ready (cost/square foot)  | \$    |
| 8. Cost per hour  |       |
| a. General Laborer  | a. \$ |
| b. Supervisor and truck   |       |
| c. Irrigation Technician with one laborer & truck   | b. \$ |
| d. General repair and maintenance person that shall be required to perform these and other general maintenance task, e.g., replacement of light bulbs, pressure washing, general painting of signs and hardware. Price should include individual having transportation and supplying all tools and equipment needed to perform these tasks. | c. \$ |
|   | d. \$ |
| 9. One inch (1”) Irrigation Solenoid Valve,Toro P220S or better, installed with water-proof wiring.   | \$    |
| 10. Two inch (2”) Irrigation Solenoid Valve,Toro P220S or better, installed with water-proof wiring.  |       |
| 11. Three inch (3”) Irrigation Solenoid Valve, Toro P220S or better, installed with water proof wiring.   | \$    |
| 12. Hunter Pro-HC 24 zone Controller, installed and programmed.   | \$    |
| 13. Hunter Node 4 zone Battery Operator Controller, installed and programmed  | \$    |
| 14. Zurn Model 48 Four (4”) Gate Valve with fittings installed  | \$    |
| 15. Irrigation Inspection and Management  | \$    |

*The prices above shall be commensurate with the contract term.*

**EXHIBIT “B”**

**MEADOW POINTE II CDD**

**SEASONAL COLOR/PERENNIAL MAINTENANCE ITEMIZED PROPOSAL FORM**

| <b>SEASONAL MAINTENANCE</b> | <b>FREQUENCY<br/>(PER YEAR)</b> |
|-----------------------------|---------------------------------|
| Deadheading                 | 0                               |
| Pruning                     | 0                               |
| Insect/Disease Control      | 0                               |
| Watering                    | 0                               |
| Fertilization               | 0                               |

*Seasonal Color Maintenance Subtotal*      \$ 0

**1<sup>ST</sup> YEAR SEASONAL COLOR  
/PERENNIAL MAINTENANCE TOTAL**                      \$ N/A

**\* Owner may purchase materials tax exempt; however proposal amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Proposal Price.**

**EXHIBIT “B”**

**MEADOW POINTE II CDD**

**SUPPLEMENTAL PRICING FORM (Continued)**

**SEASONAL COLOR INSTALLATION ITEMIZED PROPOSAL FORM**

| <b>QUANTITY</b> | <b>PLANT MATERIAL</b> | <b>SIZE</b> | <b>UNIT PRICE</b> | <b>TOTAL PRICE</b> |
|-----------------|-----------------------|-------------|-------------------|--------------------|
| 0               | Spring                | 4”          | N/A               | 0                  |
| 0               | Summer                | 4”          | N/A               | 0                  |
| 0               | Winter                | 4”          | N/A               | 0                  |

**1<sup>ST</sup> YEAR SEASONAL PLANT INSTALLATION TOTAL** \$ \_\_\_\_\_

- NOTE 1: Contractor shall be responsible for pricing installation of three (3) annual rotations.
- NOTE 2: All annuals shall be 4” container-grown Grade “A” plants with multiple blooms at the time of installation.
- NOTE 3: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.
- NOTE 4: Specific colors and varieties shall be mutually approved by the District prior to installation.
- NOTE 5: Contractor is responsible for the spacing of seasonal plants as shown below:
  - a. Distance away from curbs, turflines, etc.  
Annuals 10"
  - b. On Center (o.c.) Spacings  
Annuals 10"

**\* Owner may purchase materials tax exempt; however proposal amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Proposal Price.**

**EXHIBIT “B”**

**MEADOW POINTE II CDD**

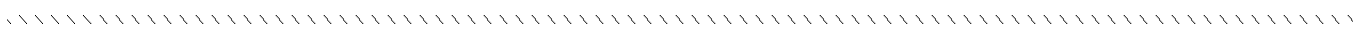
**SUPPLEMENTAL PRICING FORM (*Continued*)**

**MULCH ITEMIZED PROPOSAL**

| MATERIAL & FUNCTION   | # OF CU.YDS. | UNIT PRICE | TOTAL PRICE |
|-----------------------|--------------|------------|-------------|
| Medium Pinebark Mulch |              |            |             |
| Trenching             |              |            |             |

*Contractor is responsible for measuring and confirming the quantity of Medium pinebark mulch, with one (1) complete application per year at a depth of ONE AND ONE-HALF (1.5) inches.*

**ANNUAL MULCH TOTAL** \$ \_\_\_\_\_



**\* Owner may purchase materials tax exempt; however proposal amounts must include and identify sales tax. To the extent Owner purchases materials tax exempt during the life of this Service Agreement, Owner shall receive a compensating credit against the amount due the Contractor for the cost of such materials and sales tax included in the Proposal Price.**

**EXHIBIT “C”**

**SAMPLE MONTHLY LANDSCAPE INSPECTION GRADE SHEET**

| <b>LANDSCAPE MAINTENANCE</b>                | <b>VALUE</b> | <b>DEDUCTION</b> | <b>REASON FOR DEDUCTION</b> |
|---|--------------|------------------|-----------------------------|
| TURF  | 5            |                  |                             |
| TURF FERTILITY                              | 15           |                  |                             |
| TURF EDGING                                 | 5            |                  |                             |
| WEED CONTROL – TURF AREAS                   | 10           |                  |                             |
| TURF INSECT/DISEASE CONTROL                 | 10           |                  |                             |
| PLANT FERTILITY                             | 5            |                  |                             |
| WEED CONTROL – BED AREAS                    | 10           |                  |                             |
| PLANT INSECT/DISEASE CONTROL                | 10           |                  |                             |
| PRUNING                                     | 10           |                  |                             |
| CLEANLINESS                                 | 10           |                  |                             |
| MULCHING                                    | 5            |                  |                             |
| WATER/IRRIGATION MANAGEMENT                 | 15           |                  |                             |
| CARRYOVERS                                  | 5            |                  |                             |
| <b>SEASONAL COLOR/PERENNIAL MAINTENANCE</b> | <b>VALUE</b> | <b>DEDUCTION</b> | <b>REASON FOR DEDUCTION</b> |
| VIGOR/APPEARANCE                            | 10           |                  |                             |
| INSECT/DISEASE CONTROL                      | 10           |                  |                             |
| DEADHEADING/PRUNING                         | 10           |                  |                             |
| <b>MAXIMUM VALUE</b>                        | <b>145</b>   |                  |                             |

**Date** \_\_\_\_\_ **Score:** \_\_\_\_\_ **Performance Payment™ %** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**Inspector Signature:** \_\_\_\_\_

**Property Representative Signature:** \_\_\_\_\_

**EXHIBIT "D"**  
**WEEKLY MAINTENANCE WORKSHEET**

- 1) Date of maintenance visit: \_\_\_\_\_
- 2) Supervisor: \_\_\_\_\_
- 3) Watering man-hours: \_\_\_\_\_
- 4) Listing of problems and locations:
  - a) Insect and plants: \_\_\_\_\_  
\_\_\_\_\_
  - b) Disease and plants: \_\_\_\_\_  
\_\_\_\_\_
  - c) Nutrient problems and plants \_\_\_\_\_  
\_\_\_\_\_
  - d) Dry plants: \_\_\_\_\_  
\_\_\_\_\_
  - e) Wet plants: \_\_\_\_\_  
\_\_\_\_\_
  - f) Amount of mulch applied: \_\_\_\_\_
  - g) Amount of mulch needed or applied over designated amount: \_\_\_\_\_
  - h) Dead plants removed: \_\_\_\_\_  
\_\_\_\_\_
  - i) Tree service work needed: \_\_\_\_\_  
\_\_\_\_\_
  - j) Irrigation damage and repairs: \_\_\_\_\_  
\_\_\_\_\_
- 5) Extra work performed:
  - a) Number of men: \_\_\_\_\_
  - b) Their title(s): \_\_\_\_\_
  - c) Hours per man: \_\_\_\_\_
  - d) Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

General Notes:

Please list any items the Management Company and/or Consultant need to know or any extra work that is to be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform the work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "E"****MEADOW POINTE II CDD****IRRIGATION CONTROLLERS**

| CONTROLLER NAME<br>TOTAL | B O C | SPRAY | ROTOR |   |
|--------------------------|-------|-------|-------|---|
| 1. Wrencrest             | 6     | 2     | 8     |   |
| 2. Glenham               | 5     |       | 5     |   |
| 3. Long leaf             | 5     | 2     | 7     |   |
| 4. Beardsley entrance    | 7     | 4     | 11    |   |
| 5. Charlesworth          | 9     |       | 9     |   |
| 6. Colehaven             | 9     |       | 9     |   |
| 7. Vermillion            | 3     | 3     | 6     |   |
| 8. Manor Isle            | 1     | 5     | 2     | 8 |
| 9. Deer Run              | 3     | 1     | 4     |   |
| 10. Deer Run/ForestGlen  | 6     |       | 6     |   |
| 11. Morning side         | 10    |       | 10    |   |
| 12. Club House           | 6     | 3     | 9     |   |



**EXHIBIT “F”**

**MEADOW POINTE II CDD**

**SITE MAP**

Meadow Pointe II Maps and Data Dropbox link

**EXHIBIT "G"**

**MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT**

**LANDSCAPE MAINTENANCE CONTRACTOR  
QUALIFICATION QUESTIONNAIRE**

**SECTION 1: COMPANY INFORMATION**

1. Business Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Web Site: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

2. Is the firm a:      Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

3. If Applicant is a Corporation, is it incorporated in the State of Florida:  
 Yes ( ) No ( ) N/A ( )

3.1      If yes, provide the following:

Is Applicant in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( ) N/A ( )

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

3.2      If no, provide the following:

In which state is the Applicant incorporated? \_\_\_\_\_

Is Applicant in good standing with that State? Yes ( ) No ( ) N/A ( )

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

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

Is Applicant registered with the State of Florida? Yes ( ) No ( ) N/A ( )

4. If Applicant is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the state of Florida?

Yes ( ) (Proceed to Sec 4.1) No ( ) (Proceed to Sec 4.2) N/A ( )

4.1 If yes, is Applicant registered with the Florida Department of State, Division of Corporation? Yes ( ) No ( ) N/A ( )

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

Is Applicant in good standing with the State of Florida?  
Yes ( ) No ( ) N/A ( )

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

Date Applicant was organized? \_\_\_\_\_

4.2 If no, in which state is the Applicant organized? \_\_\_\_\_

Is Applicant in good standing with that state? Yes ( ) No ( ) N/A ( )

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

Date Applicant was organized? \_\_\_\_\_

Is Applicant registered as a foreign partnership or limited liability company with the state of Florida? Yes ( ) No ( ) N/A ( )

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

5. If the firm is a sole proprietorship, who is the owner? \_\_\_\_\_  
\_\_\_\_\_

6. How long in business? \_\_\_\_\_

7. Headquarters location: \_\_\_\_\_  
\_\_\_\_\_

8. States in which you operate: \_\_\_\_\_  
\_\_\_\_\_

9. List company officers and titles:

| <u>Company Officer</u> | <u>Title</u> |
|------------------------|--------------|
| _____                  | _____        |

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**10. Location of the Business office which would perform District Work**

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**11. Furnish company literature that describes your company and scope of operations**

**SECTION 2: FINANCIAL, INSURANCE AND COMPLIANCE INFORMATION**

**12. Financial references:**

Bank: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vendors: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

13. Landscape Maintenance Gross Revenue in 2020: \$ \_\_\_\_\_

Landscape Maintenance Gross Revenue in 2021: \$ \_\_\_\_\_

Landscape Maintenance Gross Revenue in 2022: \$ \_\_\_\_\_

14. Name of Applicant's Bonding Company \_\_\_\_\_

Address \_\_\_\_\_

|                              |                                |          |
|------------------------------|--------------------------------|----------|
| Approved Bonding Capacities: | Aggregate Limit                | \$ _____ |
|                              | Single Project Limit           | \$ _____ |
|                              | Total Current Contracts Bonded | \$ _____ |

**15. What are Applicant's current insurance limits? (Attach a copy of Applicant's certificate of insurance)**

|                      |          |
|----------------------|----------|
| General Liability    | \$ _____ |
| Automobile Liability | \$ _____ |
| Workers Compensation | \$ _____ |
| Expiration Date      | _____    |

16. Has Applicant been cited by the Federal Occupational Safety and Health Administration (OSHA) for any job site or company office/shop safety violations in the past two years?

Yes ( ) No ( )

16.1 What is Applicant’s current Experience Modifier Rate? \_\_\_\_\_

**SECTION 3: WORKFORCE INFORMATION AND COMPANY BIOGRAPHICAL DATA**

17. Does your company have an Affirmative Hiring/ Veteran Hiring Policy? Yes( ) No ( )

Describe policy on Hiring: \_\_\_\_\_

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

18. Does your company have a policy on drug screening? Yes ( ) No ( )

Describe policy on drug screening: \_\_\_\_\_

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

19. Does your company have pre-employment drug screening? Yes ( ) No ( )

Describe policy on drug screening: \_\_\_\_\_

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

20. Does your company utilize Temporary Workers (H2B) Yes ( ) No ( )

Describe policy and if yes, what percentage of workforce are H2B: \_\_\_\_\_

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

21. Does your company conduct safe-driver training, utilize vehicle tracking or any technologies to monitor vehicle operation? Yes ( ) No ( )

Describe policy on Vehicle Operation: \_\_\_\_\_

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

22. Describe training program for employees: \_\_\_\_\_

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

23. List all in-house departments such as horticulture, irrigation, agronomy, seasonal color and their department heads:

Department

Department Head

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24. List irrigation technician / manager certifications .

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25. What services are anticipated to out-sourced or sub-contracted as a part of contract fulfillment?

Please describe: \_\_\_\_\_

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26. List five (5) current clients including contact persons and telephone numbers:

| <u>Company</u> | <u>Contact Person</u> | <u>Telephone</u> |
|----------------|-----------------------|------------------|
| _____          | _____                 | _____            |
| _____          | _____                 | _____            |
| _____          | _____                 | _____            |
| _____          | _____                 | _____            |

27. List five (5) of your largest maintenance accounts, their contract value and length of service:

| Account Name | Value | Length of Service |
|--------------|-------|-------------------|
| _____        | _____ | _____             |
| _____        | _____ | _____             |
| _____        | _____ | _____             |
| _____        | _____ | _____             |
| _____        | _____ | _____             |

28. List two (2) contracts lost in the previous 12 months and the reason(s) why:

Company: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Reason job lost: \_\_\_\_\_

---

Company: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Reason job lost: \_\_\_\_\_

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**29.**Based on total projected bid price, please rank the Westchase project against your other current landscape maintenance customers/projects.-

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**30.**Do you currently have the manpower and equipment to fully perform all of the anticipated services required for the Westchase project? If not, please explain what personnel will need to be hired and what equipment will need to be purchased.

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**31.**Please identify any of your projects with an OLM inspection of your landscape maintenance services.

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Applicant

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

\_\_\_\_\_  
(Print or Type Name and Title)

Notary Affirmation and Stamp  
or  
Apply Corporate Seal, if filing as a corporation

**EXHIBIT "H"**  
**EVALUATION CRITERIA**

**MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT**  
**REQUEST FOR PROPOSAL LANDSCAPE MAINTENANCE SERVICES**  
**EVALUATION CRITERIA:**

BIDDER WILL COMPLETE QUESTIONS 1, 2, and 3.

NAME OF COMPANY: \_\_\_\_\_

1. Personnel

(20 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.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

Position/Certifications \_\_\_\_\_  
\_\_\_\_\_

Duties and Responsibilities \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Position/Certifications \_\_\_\_\_

Duties and Responsibilities \_\_\_\_\_

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

(E.g., past & 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:

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:

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, reported revenue, banking reference, tenure and stability as a business entity necessary to implement and execute the services required as discussed in Landscape Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well.

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

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based

upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. \*

\* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

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

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

Board Member Total:

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