TARA COMMUNITY DEVELOPMENT DISTRICT 1
AGENDA
MARCH 4, 2014 at 9:00 a.m.

The Tara Community Center, 7340 Tara Preserve Lane, Bradenton, FL 34203.

District Board of Supervisors
John Schmidt       Chairman
Joseph Mojica     Vice Chairman
Dan Powers        Board Supervisor
Beth Bond         Board Supervisor
Mike Dyer         Board Supervisor

District Manager
Matthew Huber     Rizzetta & Company, Inc

District Counsel
John Vericker     Straley & Robin

District Engineer
Rick Schappacher  Schappacher Engineering, LLC

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at 10:00 a.m. with the first section which is called Audience Comments. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors’ discussion, motion and vote. Agendas can be reviewed by contacting the Manager’s office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called Supervisor Requests. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.
February 27, 2014

Board of Supervisors
Tara Community
Development District 1

PLEDGE OF PUBLIC CONDUCT
WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

AGENDA

Dear Board Members:

The continued meeting of the Board of Supervisors of the Tara Community Development District 1 will be held on **Tuesday, March 4, 2014 at 9:00 a.m.**, at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203. The following is the agenda for this meeting.

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS
   The Board of Supervisors will extend the privileges of the floor to our guests, with speaking privileges granted at the discretion of the Chair.
4. ADOPTION OF AGENDA
5. UNFINISHED BUSINESS
   A. Consideration of Landscape Proposals (*under separate cover*)
   B. Consideration of Tara Pond Bank Restoration (*under separate cover*)
6. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

Matthew Hufer
District Manager
Tab 1
February 14, 2014

Tara CDD  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

Re: Proposal for Tara CDD Landscape Management

Dear Board of Supervisors,

We are pleased to present Austin Outdoor’s proposal for the landscape management of the Tara CDD. Our full-service approach to landscape management ensures that all services, from irrigation monitoring to fertilization applications, are coordinated through specific horticultural programs to produce beautiful results.

As you review our proposal, please keep in mind that our daily service delivery is supported by a team of experienced professionals dedicated to protecting and enhancing your living and ever-changing investment. In addition to Branch Manager Brett Perez, Austin Outdoor employs a Team of Account Managers and Specialists, each with numerous years experience in caring for high-profile properties such as yours. These talented individuals represent an important part of our investment and commitment to your property for the long term.

We are committed 100 percent to providing the highest level of service and quality that is expected of your property and your beautiful, maturing landscape. We appreciate the opportunity to serve and partnership with the Tara CDD. I look forward to your response after you have had a chance to review our proposal. If you have any questions, please feel free to contact me at 941-962-1169.

Best regards,

Pam Lutz  
Business Development Manager  
6108 33rd Street East  
Bradenton, FL 34203  
plutz@austinoutdoor.com

Creating premier properties. Building lasting relationships.  
www.austinoutdoor.com
Company Overview

"Landscaping is the first thing people see when they enter the resort. That first impression is important, and Austin Outdoor’s attention to detail and proactive management of the property ensure that it will be a positive one. Of course, it’s important for us that our landscape contractor does high-quality work. It’s just as important that the company shares the owner’s vision of our property. Austin Outdoor does both, which is the basis for our great partnership."

Carlton Grant, General Manager
The Club at Hammock Beach
386.246.5511
Company Overview
Locations, History, Services & Approach

Local Location
Bradenton Office
6108 33rd Street E.
Bradenton, FL 34203
813-2263-6999 ph
941-968-1169 fax

Other Locations
Jacksonville, Florida
Palm Coast, Florida
Orlando, Florida
Port St. Lucie, Florida
West Palm Beach, Florida
Tampa, Florida
Grand Bahama Island, The Bahamas

Total Number of Employees
900

Overview

How It All Began
Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location in Palm Coast, Florida, and has grown to now include five Florida locations and an additional location in The Bahamas. Each location enables us to manage and enhance a variety of complex landscapes.

Services Offered
Our three distinct landscape divisions – Landscape Design, Landscape Installation and Landscape Management – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach
Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We become trusted partners for all your landscape needs while providing quality landscapes in line with Best Management Practices.

MISSION STATEMENT
Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client’s investments and improve the quality of life.
3 Reasons
To Build a Lasting Relationship with Us

1. **You need to know what’s going on.**
   Most frustration comes from not knowing. We’ve confronted this issue head on—our systems put communication first. Clients have a single point of contact regardless of the stage of their job. There are regular updates and we always welcome lots of feedback. It is our policy to be honest and responsive at all times and our objective is complete customer satisfaction.

2. **One size doesn’t fit all.**
   Every property we service has its own set of needs and issues. Our experienced staff and integrated approach allow us to find unique solutions to meet most property or budget constraints. It is our focus to be as flexible as possible so that we find the best solution and our customer experience is stress free.

3. **We’ll fix it before it’s a problem.**
   The last thing we want is for our clients to point out something we’ve missed. We’ve built our service programs around proactivity and our professionals strive to catch every detail before someone else does. Procedures, checklists and training all focus on one result—making sure our customers don’t have to manage our work.
Your Curb Appeal
Making a Great First Impression

Your Curb Appeal
Now more than ever before, “curb appeal” is the talk of the housing industry. From attracting new residents to helping current ones sell their homes, first impressions have a lot to say about the success of a community. In fact, according to research conducted by the University of Washington’s Kathleen Wolf1, “Nearly 20 percent of buyers said they consider landscaping to be a ‘very important’ factor in their decision to buy a house.” Also, a 2007 Michigan State University study concluded that high-quality landscaping adds 5 to 11 percent to a home’s selling price2.

Austin Outdoor’s Influence on Curb Appeal
We understand the importance of curb appeal. We also understand that investing in the correct landscape management company is an investment in your community. That’s why we work with our clients to maximize the community’s return on investment by listening to our clients and offering solutions and savings to create the best possible landscape for the investment.

Also, Austin Outdoor has strategic management tools that help expand upon curb appeal, which includes focusing efforts on high-impact areas of properties, being proactive and consultative about landscape enhancements that can add value to your community, and presenting ourselves professionally through proper uniforms and behavior.

1 According to the National Association of Realtors and cited from The Wall Street Journal’s “Selling Houses by the Yard” - 8/17/2007.

WHAT EXACTLY IS CURB APPEAL?
Curb appeal is the attractive appearance of a property as seen from the roadside, creating a favorable or not-so-favorable first impression.
Testimonials
From Our Clients

PROACTIVE—"They proactively strive to better our community’s appearance. They understand that the face of the community is the landscape, and it has to be kept looking its best at all times."
David Root, Chairman
Town Center & Palm Coast Park

CLIENT-FOCUSED—"As our landscape has matured and expanded, Austin Outdoor’s care program has increased and been tailored to meet the needs of the community. We cannot say enough about the staff members that are assigned to the project. They are very professional, knowledgeable and provide unbeatable service."
Margaret Alfano, Parks & Rec Manager
Fleming Island Plantation

PROFESSIONAL—"Austin’s staff is always professional and courteous. Not just the Account Managers, but all the crew members too! It has always impressed me that Austin’s crew members step out of the way, stop mowing or blowing when people are walking or riding bikes in areas where they are working. It is a small thing, but it makes a difference!"
Sarah Wicker, Director of Land
Centex Homes

RESPONSIVE—"Austin Outdoor’s experience, professionalism, quality and workmanship are unmatched. They take a proactive approach and provide customized landscape solutions. They respond promptly to any requests and are always willing to take the extra steps necessary to make the landscapes of our properties look their best."
Annie Marks, President
May Management

CUSTOMIZED APPROACH—"Understanding of scope of work: excellent. This is a critical point within their unique customized approach to landscape management. Their awareness of changes and willingness to adapt to those changes provides a service that is a significant factor in their ability to provide comprehensive preventative maintenance to all areas of the landscape."
Judy Emens, Director of CDDs
Reunion Resort & Club

ATTENTION TO DETAIL—"Landscaping is the first thing people see when they enter the resort. That first impression is important, and Austin Outdoor’s attention to detail and proactive management of the property ensure that it will be a positive one. Of course, it’s important for us that our landscape contractor does high-quality work. It’s just as important that the company shares the owner’s vision of our property. Austin Outdoor does both, which is the basis for our great partnership."
Carlton Grant, General Manager
The Club at Hammock Beach
Industry Recognition
On the State & National Level

Austin Outdoor has gained both state and national recognition for its landscape construction and management work on the following properties:

2011 ABC Award of Excellence
Specialty Contracting/Site Work
Alfred I. duPont Test Trust Building
Jacksonville, Florida

2010 PLANET Decade Award
Environmental Improvement
Ocean Hammock
Palm Coast, Florida

2010 PLANET Merit Award
Environmental Improvement
Fleming Island Plantation
Orange Park, Florida

2009 PLANET Grand Award
Environmental Improvement
Alfred I. duPont Trust Building
Jacksonville, Florida

2009 PLANET Grand Award
Environmental Improvement
The Ginn Residence
Palm Coast, Florida

2009 FNGLA Award of Excellence
Commercial New Installation
Alfred I. duPont Trust Building
Jacksonville, Florida

2008 PLANET Grand Award
Environmental Improvement
The Club at Hammock Beach
Palm Coast, Florida

2008 PLANET Grand Award
Environmental Improvement
The Tesoro Clubhouse
Port St. Lucie, Florida

2008 FNGLA Award of Excellence
Commercial Maintenance
The Club at Hammock Beach
Palm Coast, Florida

2008 FNGLA Award of Excellence
Commercial Maintenance
The Tesoro Club
Port St. Lucie, Florida

2007 PLANET Grand Award
Environmental Improvement
Bella Collina Clubhouse
Montverde, Florida

2007 PLANET Merit Award
Environmental Improvement
Alfred I. duPont Test Trust Building
Jacksonville, Florida

2007 FNGLA Award of Excellence
Commercial Maintenance
Reunion Resort & Club
Reunion, Florida

2007 FNGLA Award of Excellence
Commercial Maintenance
Reunion Resort & Club
Reunion, Florida

2007 FNGLA Award of Excellence
Commercial Maintenance
The Club at Hammock Beach
Palm Coast, Florida

2007 FNGLA Award of Excellence
Commercial Maintenance
The Tesoro Club
Port St. Lucie, Florida

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)—
Florida’s leading green industry trade organization.

PROFESSIONAL LANDCARE NETWORK (PLANET)—
An international association representing 4,000 green industry professional firms.
# Fleet & Equipment
Throughout Austin Outdoor's Facilities

<table>
<thead>
<tr>
<th>Fleet/Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowers (Various Sizes)</td>
<td>125</td>
</tr>
<tr>
<td>Pick-Up Trucks</td>
<td>33</td>
</tr>
<tr>
<td>Irrigation Trucks</td>
<td>15</td>
</tr>
<tr>
<td>Super Lawn Trucks</td>
<td>12</td>
</tr>
<tr>
<td>Water Trucks</td>
<td>2</td>
</tr>
<tr>
<td>Other Various Trucks (Including 2 Semi-Trucks)</td>
<td>21</td>
</tr>
<tr>
<td>Miscellaneous Motorized Carts</td>
<td>80</td>
</tr>
<tr>
<td>Various Caterpillar Equipment</td>
<td>29</td>
</tr>
</tbody>
</table>

NOTE OF INTEREST
Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.
# Austin Outdoor, LLC and Subsidiaries

## Consolidated Balance Sheets

December 31, 2013

### ASSETS

<table>
<thead>
<tr>
<th>Current assets:</th>
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<tbody>
<tr>
<td>Cash (Note 1)</td>
<td>$ -</td>
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<tr>
<td>Accounts receivable:</td>
<td></td>
</tr>
<tr>
<td>Trade, net</td>
<td>5,543,751</td>
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<tr>
<td>Other</td>
<td>125,611</td>
</tr>
<tr>
<td>Prepaid expenses and other</td>
<td>923,741</td>
</tr>
<tr>
<td>Inventories</td>
<td>256,465</td>
</tr>
<tr>
<td>Costs and estimated earnings in excess of billings on uncompleted contracts</td>
<td>168,560</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td><strong>7,018,128</strong></td>
</tr>
</tbody>
</table>

| Property and equipment, net | 4,245,357 |
| Identifiable intangible assets, net | 8,068,330 |
| Goodwill                    | 11,336,695 |

**Total assets**

|  | **$ 30,668,510** |

### LIABILITIES AND STOCKHOLDERS' EQUITY

<table>
<thead>
<tr>
<th>Current liabilities:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current portion, installment notes payable</td>
<td>$ -</td>
</tr>
<tr>
<td>Accounts payable, trade</td>
<td>2,432,718</td>
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<tr>
<td>Accrued compensation and payroll taxes</td>
<td>1,088,940</td>
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<tr>
<td>Other accrued expenses and payables</td>
<td>836,659</td>
</tr>
<tr>
<td>Billings in excess of costs and estimated earnings on uncompleted contracts</td>
<td>91,460</td>
</tr>
<tr>
<td>Payable to seller</td>
<td>450,000</td>
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<tr>
<td><strong>Total current liabilities</strong></td>
<td><strong>4,899,777</strong></td>
</tr>
</tbody>
</table>

| Installment notes payable, less current portion | 3,489 |
| Due to parent company | 10,847,301 |
| **Total liabilities** | **15,750,567** |

| Commitments and contingencies |  |

<table>
<thead>
<tr>
<th>Stockholders’ equity:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Equity</td>
<td>28,199,477</td>
</tr>
<tr>
<td>Accumulated deficit</td>
<td>(13,281,534)</td>
</tr>
<tr>
<td><strong>Total stockholders’ equity</strong></td>
<td><strong>14,917,943</strong></td>
</tr>
</tbody>
</table>

| **Total liabilities and stockholders’ equity** | **$ 30,668,510** |

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**Note 1** - Due to treasury agreements with parent, all cash is swept into an account held by parent. Austin Outdoor has full availability of this pooled cash account and an $8MM revolving line of credit facility.
### Austin Outdoor, LLC and Subsidiaries

#### Consolidated Statements of Operations

For the Twelve Months Ended December 31, 2013

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales</td>
<td>$49,138,196</td>
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<tr>
<td>Cost of sales</td>
<td>37,751,394</td>
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<tr>
<td><strong>Gross profit</strong></td>
<td>11,386,802</td>
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<tr>
<td>Operating expenses:</td>
<td></td>
</tr>
<tr>
<td>General and administrative</td>
<td>7,482,309</td>
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<tr>
<td><strong>Total operating expenses</strong></td>
<td>7,482,309</td>
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<tr>
<td><strong>Net income from operations</strong></td>
<td>3,904,493</td>
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<tr>
<td>Other income (expense):</td>
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</tr>
<tr>
<td>Amortization of identifiable intangible assets</td>
<td>(1,805,551)</td>
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<tr>
<td>Interest expense</td>
<td>(747,326)</td>
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<tr>
<td>Other income (expense)</td>
<td></td>
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<tr>
<td><strong>Total other expense</strong></td>
<td>(2,552,877)</td>
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<tr>
<td>Net income before income tax expense</td>
<td>1,351,616</td>
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<tr>
<td>Income tax expense (benefit)</td>
<td>-</td>
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<tr>
<td><strong>Net income</strong></td>
<td><strong>$1,351,616</strong></td>
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CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
Brown & Brown of Florida, Inc.
Daytona Beach Office
P.O. Box 2412
Daytona Beach, FL 32115-2412

Phone: 386-252-9601
Fax: 386-239-5729

Insured:
AUSTIN OUTDOOR LLC
3325 N STATE STREET
PO BOX 849
BUNNELL, FL 32110

Contact:
CHERYL RUST, CPCU, AAI

Fax (AIC No): 386-239-4053
Fax (AIC, No): 386-323-9130
CRUST@BB Dayton.com

Insurer(s) Affording Coverage:

Insurer A: Westfield Ins Co
NAIC # 24112

Insurer B: Bridgefield Employers
NAIC # 10701

Insurer C: Texas Mutual Ins Co
NAIC # 22945

Coverage:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBR.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td></td>
<td>X Any Auto</td>
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<td></td>
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<td>X Claims-Made</td>
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<td>B</td>
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<td>$1,000,000</td>
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<td>C</td>
<td>Contractors E&amp;O</td>
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<td></td>
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<td>$1,000,000</td>
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</table>

Description of operations / locations / vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder:

AUSTIN OUTDOOR LLC
3325 N STATE STREET
PO BOX 849
BUNNELL, FL 32110

Cancellation:

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

Authorized Representative:

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**TARA COMMUNITY DEVELOPMENT DISTRICT**

**INVITATION FOR PROPOSAL**

**EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Completeness of Proposal</strong></td>
<td>Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.</td>
<td>5</td>
</tr>
<tr>
<td>2. <strong>Experience</strong></td>
<td>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</td>
<td>20</td>
</tr>
<tr>
<td>3. <strong>Qualifications of Key Personnel</strong></td>
<td>Qualifications of staff, adequacy of labor commitment, training programs for staff.</td>
<td>15</td>
</tr>
<tr>
<td>4. <strong>Machinery, Equipment, and Manpower</strong></td>
<td>Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.</td>
<td>20</td>
</tr>
<tr>
<td>5. <strong>References</strong></td>
<td>Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.</td>
<td>10</td>
</tr>
<tr>
<td>6. <strong>Cost</strong></td>
<td>Cost Proposal will be evaluated using the following formula: <strong>(Lowest Proposed Cost / Proposer’s Cost) × 30</strong> = Total Cost Points</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday February 25, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before February 17, 2014 at 4:00 P.M. (EST)

TO:
Tara Community Development District

FROM:

Austin Outdoor LLC

(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

I, representing Austin Outdoor, LLC Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total $188,769.00

(Contract Total - Parts I thru 4)

NAME OF PROPOSER: Austin Outdoor, LLC
ADDRESS: 3235 North State Street, Bunnell, FL 32110
PHONE: 386-437-6217
FAX: 386-437-5143
SIGNATURE: Peter Welch
PRINTED NAME: Peter Welch
TITLE: Vice President
DATE: February 14, 2014
QUALIFICATION STATEMENT

TABLE OF CONTENTS

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Austin Outdoor LLC
(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: ________________________________  □ A Partnership
   [Company Name]  □ A Corporation
   □ A Subsidiary Corporation

   Yellowstone Landscape Group

2. Parent Company Name: ________________________________

3. Parent Company Address:
   3235 North State Street
   Street Address ________________________________
   P.O. Box (if any) P.O. Box 849
   Bunnell FL 32110
   City ______________________ State ___________ Zip Code ___________
   386-437-6211 386-437-5143
   Telephone ___________________ Fax no. ______________

   1st Contact Name William M. Dellecker  President
   2nd Contact Name Peter Welch  Title ______________
   Vice President

4. Proposer Company Address (if different):
   6108 33rd Street East
   Street Address ________________________________
   P. O. Box (if any) ________________________________
   Bradenton FL 34203
   City ______________________ State ___________ Zip Code ___________
   941-223-6999
   Telephone ___________________ Fax no. ______________

   1st Contact Name Brett Perez  Title ______________
   Branch Manager
   2nd Contact Name Pam Lutz  Title ______________
   Business Mgr

5. List the location of the office from which the proposer would provide services to the District.

   Same as above
   Street Address ________________________________
   City____________________ State__________________ Zip Code ___________
   Telephone ___________________ Fax No. ______________

   1st Contact Name ______________________ Title ______________
6. Is the Proposer incorporated in the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:

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

If no, please explain

Austin Outdoor is a Limited Liability Company

Established 1994

Date incorporated _______________ Charter No. _______________

6.2 If no, provide the following:

- The State with whom the Proposer’s company is incorporated? _______________

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

If no, please explain

Date incorporated _______________ Charter No. _______________

- Is the Proposer company authorized to do business in the State of Florida? Yes ☐ No ☐

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

Limited Liability Company Established 1994 (20 years)

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

7.1 If yes, provide the following:

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

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>31.7 Million</td>
</tr>
<tr>
<td>2020</td>
<td>25.6 Million</td>
</tr>
<tr>
<td>2019</td>
<td>26.7 Million</td>
</tr>
</tbody>
</table>

(09) _________________, (10) _________________, (11) _________________.
9. What are the Proposer's current insurance limits?

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Umbrella Coverage</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>4/30/2014</td>
</tr>
</tbody>
</table>

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

The state(s) where barred or suspended __________________________

State the period(s) of debarment or suspension __________________________

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. None __________________________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No if so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. __________________________
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Contract Value</th>
<th>Contract Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waterlefe CDD</td>
<td>Tyree Brown</td>
<td>813-933-5571</td>
<td>$120,597.00</td>
<td>10/1/2009</td>
</tr>
<tr>
<td>Garden Lakes Villas II and Villas III Dan Bemben</td>
<td>941-544-4052</td>
<td>$59,000.00</td>
<td>2/1/2010</td>
<td></td>
</tr>
<tr>
<td>River Plantation HOA Robin Spencer</td>
<td>941-361-1222 ext 210</td>
<td>$116,000.00</td>
<td>1/1/2009</td>
<td></td>
</tr>
<tr>
<td>University Park-Lennox Gardens/St Johns Todd Gates</td>
<td>941-355-3888</td>
<td>$104,537.00</td>
<td>1/1/2013</td>
<td></td>
</tr>
<tr>
<td>Condominium on the Bay Janet Allgair (BOD)</td>
<td>941-365-5946</td>
<td>$36,000.00</td>
<td>10/2009</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Job</th>
<th>Company</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belmont CDD Greg Cox</td>
<td>813-933-5571 Price</td>
<td></td>
<td></td>
<td>Change in management</td>
</tr>
<tr>
<td>Avelar Creek CDD Debby Hukill</td>
<td>813-873-7300</td>
<td></td>
<td></td>
<td>New board installed</td>
</tr>
<tr>
<td>Country Meadows Sheila Harms-Jackson</td>
<td>941-359-4876</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

17. List irrigation technicians and include number of years of experience:

<table>
<thead>
<tr>
<th>Technician</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Paradise</td>
<td>5 years</td>
</tr>
<tr>
<td>Robby Custer</td>
<td>7 years</td>
</tr>
<tr>
<td>Julian Peralta</td>
<td>4 years</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years of Experience</th>
<th>Years with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirk Robinson</td>
<td>Irrigation Superintendent</td>
<td>25 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Years of Experience</td>
<td>Years with Firm</td>
</tr>
<tr>
<td>Kevin Oliva</td>
<td>Horticulture Manager</td>
<td>10 years</td>
<td>7 years</td>
</tr>
<tr>
<td>Ian Miller</td>
<td>Account Manager</td>
<td>Daily operations of assigned crews</td>
<td>21 years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
<td>Yrs. With Firm</td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years of Experience</th>
<th>Years with Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Years of Experience</td>
<td>Years with Firm</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Years of Experience</td>
<td>Years with Firm</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Years of Experience</td>
<td>Years with Firm</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Years of Experience</td>
<td>Years with Firm</td>
</tr>
</tbody>
</table>

18
The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services invitation for proposals, including such matters as the Proposer’s ability, standing, integrity, quality of performance, efficiency and general reputation.

[Signature]
Name of Proposer

[Signature]
By: Peter Welch, Vice President

This 13th day of February, 2014.

(Corporate Seal)

Sworn to before me this 13th day of February, 2014.

[Signature]
Notary Public/Expiration Date

Ornela C. Sabatini
Notary Public
State of Florida
Commit FF0808655
Expires 1/6/2018
CORPORATE OFFICERS

Austin Outdoor LLC

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>William M. Dellecker</td>
<td>President</td>
<td>Oversees all A/O operations</td>
<td>Ormond Beach, FL</td>
</tr>
<tr>
<td>Peter Welch</td>
<td>Vice President</td>
<td>Oversees A/O Financials</td>
<td>St. Augustine, FL</td>
</tr>
</tbody>
</table>

FOR PARENT COMPANY (if applicable)

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed Schatz, Jr.</td>
<td>President SE</td>
<td>Oversees YellowstoneLandscape</td>
<td>Palm Coast, FL</td>
</tr>
</tbody>
</table>
AFFIDAVIT FOR CORPORATION

State of Florida ss:
County of Flagler

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

______________________________
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 13th day of February 2014.

______________________________
Notary Public/Expiry Date:

(SEAL)

ORNELA C. SABATINI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF068665
Expires 1/5/2018
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by Austin Outdoor LLC
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is 3235 North State Street, Bunnell, FL 32110
   and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2993503

   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: ________________________________.)

3. My name is Peter Welch and my relationship to the
   entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,_______

Peter Welch ________ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)
space provided above on this 13th day of February 2014.

NOTARY PUBLIC

My commission expires:

ORNELA C. SABATINI
NOTARY PUBLIC
STATE OF FLORIDA
Commiss FF008855
Expires 1/5/2018
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between ____________, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ___________________________ and ____________, (hereinafter referred to as "Contractor") located at ___________________________.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as Exhibit "C". In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".

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

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of $________ per year as detailed in Exhibit "B", payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than ________ days after the Notice to Proceed is filed.

V. CONTRACTOR'S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property
affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A-Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below.
No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contact with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner:
Tara Community Development District
Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: ____________________________
Its: ____________________________
(Title of Authorized Representative)

Date: ____________________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: ____________________________, Chairman

Date: ____________________________
"As our landscape has matured and expanded, Austin Outdoor's care program has increased and been tailored to meet the needs of the community. We cannot say enough about the staff members that are assigned to the project. They are very professional, knowledgeable and provide unbeatable service."

Margaret Alfano, Parks & Rec Manager
Fleming Island Plantation CDD
904.278.8316
Proposed Staffing Levels
For Your Property

Account Manager:
The Account Manager represents the vital link between Austin Outdoor and your community. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the District Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:
✓ Planning, Scheduling and Implementation of Field Operations Activities
✓ Client Relations and Service
✓ Budgeting and Cost Tracking
✓ Quality Control
✓ Safety
✓ Training
✓ Employee Evaluation and Development
✓ Sustainable Practices

Mow Crew:
The Mow Crew consists of a team of experienced landscape professionals. Their focus will be on maintaining the property in accordance with the specifications of the contract. This includes mowing with reel or rotary mowers, depending on the turf type, blowing, vacuuming, edging and policing (trash pick up).

Detail Crew:
The Detail Crew is responsible for the pruning, hand weeding and detailing of all plant beds, trees, shrubs and groundcover. This crew will service the property according to the specifications described in the bid package/contract. The detail crew will only use proper pruning methods, which enhance the blooming, sustainability and health of plant material.
Proposed Staffing Levels

Fertilization & Chemical Crew:
The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the property’s need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.

Irrigation Technician:
The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and Property Manager.

District Manager Oversight:
The District Manager is responsible for Austin Outdoor’s landscape installation and management operations and personnel within the district. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The District Manager reports directly to the President, and works closely with the Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his/her regular duties.

**Responsible for:**
- Planning, Scheduling and Implementation of Field Operations
- All Landscape Management Practices
- All Landscape Construction Practices
- Client Relations and Service
- Quality Control
- Safety
- Training
- Employee Evaluation

Director of Horticulture Consultation:
The Director of Horticulture is responsible for all aspects of Austin Outdoor’s horticultural program development and field service delivery systems. The primary responsibilities outlined below are carried out in accordance with sound horticultural practices, designed to achieve superior aesthetic results. The Director of Horticulture reports directly to the President and works closely with District Management and Technical Personnel on a regular basis. The Director of Horticulture advises and consults Account Management in horticultural technique and practices.

**Responsible for:**
- Research and Product Development
- Develop Best Practices for Turf, Shrubs, Trees and Flowers
- Extension – Links Research to Practices
- Training
- Consultation
# Key Management

## Company Overview

<table>
<thead>
<tr>
<th>Name &amp; Title</th>
<th>Years of Related Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brian Martin</strong></td>
<td>20 years</td>
</tr>
<tr>
<td>Regional Vice President</td>
<td></td>
</tr>
<tr>
<td><strong>Brett Perez</strong></td>
<td>3 years</td>
</tr>
<tr>
<td>Bradenton/ Sarasota Branch Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Pam Lutz</strong></td>
<td>5 years</td>
</tr>
<tr>
<td>Business Development Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Kevin Oliva</strong></td>
<td>10 years</td>
</tr>
<tr>
<td>Horticulture Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Kirk Robinson</strong></td>
<td>25 years</td>
</tr>
<tr>
<td>Irrigation Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Ian Miller</strong></td>
<td>21 years</td>
</tr>
<tr>
<td>Account Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Nick Critcher</strong></td>
<td>1 year</td>
</tr>
<tr>
<td>Account Manager</td>
<td></td>
</tr>
<tr>
<td><strong>Natalia Bigelow</strong></td>
<td>17 years</td>
</tr>
<tr>
<td>Office Manager</td>
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<tr>
<td><strong>Ubaldo Ramirez</strong></td>
<td>10+ years</td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
</tr>
</tbody>
</table>

**PICTURED**

Kevin Oliva, Brett Perez
Brett Perez

PROFESSIONAL EXPERIENCE SUMMARY
As Branch Manager at Austin Outdoor, Brett Perez is responsible for coordinating, implementing and maintaining maintenance operations for the Sarasota/Bradenton branch.

EDUCATION

2006 University of Florida Gainesville, FL
Degree in Turfgrass Science
Conducted research on Nematode treatment of sports turf
Responsible for the maintenance of 22 different turf cultivators at UF Citra Research Center

RELEVANT PROFESSIONAL EXPERIENCE

2012 – Present Austin Outdoor, LLC Bradenton, FL
Account Manager
- Arranges, schedules and directs delivery of services.
- Ensures delivery of high-quality projects and services to clients.
- Establishes long-term relationships with clients.
- Continually updates clients on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts periodic property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts on-going training to assure high-quality, professional performance.

2010-2012 Buckhorn Springs Country Club Valrico, FL
Golf Course Superintendent
- Responsible for all aspects of course maintenance.
- Budgeting and purchasing
- Agronomic Reports
- Monthly newsletter for members.

2007-2010 Faldo Golf Institute by Marriott Orlando, FL
Assistant Golf Course Superintendent
- Obtained certification for the course as an Audubon Sanctuary.
Ian Miller

PROFESSIONAL EXPERIENCE SUMMARY

Ian Miller is an Account Manager in the Sarasota/Bradenton Branch. In this position, he oversees the day to day operations of the maintenance crews. Ian brings over 21 years of experience in landscape management, installation, sales and design.

EDUCATION

Currently studying for the ISA Certified Arborist exam and the University of Florida's Master Naturalist certification.

PROFESSIONAL EXPERIENCE

2013-Present  Austin Outdoor, LLC  Bradenton, FL
Account Manager

- Day to day operations of assigned crews
- Scheduling of properties
- Visit of properties in a weekly basis to asset problems and create a punch list for crews of items to take care while on site or on their next visit.
- Keep a good communication with property manager on property issues as well as improvements for the community
- Create a schedule of work for properties, to concentrate in the areas of more visibility also to include the main entrance and pool and amenity centers as well all the other common areas in general.
- Put together a 30, 60 and 90 day expectation program of the property.

2010-2013  Landscape Maintenance Professionals  Bradenton, FL
Enhancement & Nursery Manager

2007-2010  One Source Landscape and Golf Services  Bradenton, FL
Enhancement Manager/Sales Director

- Responsible for establishing new clients
- Developing client relationships
- Marketing services

imiller@austinoutdoor.com
Kevin Oliva

PROFESSIONAL EXPERIENCE SUMMARY

Kevin Oliva is the Horticulture Manager for Austin Outdoor. In this position, he oversees all aspects of the company’s horticultural program development and field service delivery systems. He encourages the use of the best horticultural practices in respect to each project.

Kevin brings over 9 years of horticultural experience to the company. He received his CPO for lawn and ornamentals in 2004. In 2008 he was appointed as a member of the Hillsborough County Tree and Landscape Advisory Committee. Kevin specializes in palm diseases and diagnosis and has assisted Hillsborough County Extension in demonstrating Palm core sampling techniques for Phytoplasma Disease testing.

EDUCATION

Hillsborough High School

PROFESSIONAL EXPERIENCE

2007-Present Austin Outdoor, LLC Tampa, FL
Director of Horticulture

- Responsible for all aspects of the company’s horticultural program development.
- Develops horticultural practices for proper planting and care.
- Develops curative and preventative pesticide programs.
- Determines the most efficient and effective equipment delivery systems.
- Selects preferred products and vendors.
- Encourages the use of sound and progressive horticultural practices.
- Identifies the type, priority and frequency of training.
- Develops class and field training programs.
- maintenance.

koliva@austinoutdoor.com
Kirk Robinson

PROFESSIONAL EXPERIENCE SUMMARY

As the **Irrigation Superintendent** in Bradenton, Kirk Robinson oversees all irrigation practices and irrigation technicians within the Bradenton district. He brings 23 years experience in landscape irrigation, installation, repairs and training.

PROFESSIONAL EXPERIENCE

<table>
<thead>
<tr>
<th>2012-Present</th>
<th><strong>Austin Outdoor, LLC</strong></th>
<th>Bradenton, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation Superintendent</td>
<td>• Responsible for landscape irrigation within the Bradenton district.</td>
<td></td>
</tr>
<tr>
<td>• Supervises and schedules all irrigation technicians.</td>
<td></td>
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</tr>
<tr>
<td>• Proactively maintains all irrigation on all Bradenton area properties.</td>
<td></td>
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<tr>
<td>• Oversees and schedules all wet checks and repairs.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2008-2012</th>
<th><strong>U.S. Lawns</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation Technician</td>
<td>• Responsible for wet checks, repairs and installation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2004-2008</th>
<th><strong>Captain Kirk’s Irrigation</strong></th>
<th>Ocala, FL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td>• Owned and operated Captain Kirk’s Irrigation.</td>
<td></td>
</tr>
<tr>
<td>• Responsible for daily operations and management.</td>
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<td></td>
</tr>
</tbody>
</table>

CERTIFICATIONS

Irrigation Contractor Status obtained in 1995
Our People
Your Partner

At Austin Outdoor, there's nothing more important than the people. That's why we go to great lengths to find and keep the right people.

Higher Education
Overall, 85 percent of Austin Outdoor field managers have earned higher-level education.

Certifications & Licenses
75 percent of Austin Outdoor's key management and field management employees are certified in an area related to their position's responsibilities. Some of the certifications include: FNGLA Certified Landscape Horticulture Professional, Certified Pest Control Operator—Lawn & Ornamental, and UF Best Management Practices Certification.

We're all about the Austin Absolutes
Attitude—Focus on the positive, on what you can do, and not what you can't.
Understanding—Listen, communicate and deliver.
Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.
Trust—Trust has to start somewhere. Let it start with you.
Initiative—Own it, really!
Never be Satisfied—Excellence is a journey, not a destination.

CUSTOMER SERVICE EXCELLENCE teams are devoted to the ongoing development of Austin Outdoor's customer service excellence initiative and includes department and district representation, focusing on empowering employees with the information, resources and/or training needed to get the job done.
Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Brett D. Perez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

B. Mertens 1/22/2013
Issuer Instructor Date of Class

K. Jones
DEP Program Administrator

Not valid without seal

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Jim D. King

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

A. Randaci 1/10/2012
Issuer Instructor Date of Class

K. Jones
DEP Program Administrator

Not valid without seal
March 13, 2013

Robert Ian Miller
2708 Centerview Pl
Brandon, Fl 33511

In Reply Refer To: DTN 604122

Enclosed herewith please find your Limited Certification Card. Per Chapter 482.156, Florida Statutes, this entitles you as a commercial landscape maintenance person to apply pesticides. Limited Certification does not authorize you to operate a pest control business.

Category: Commercial Landscape Pass/Fail: PASS Score: 88

This card is valid until its expiration date, at which time you will be required to submit proof of having obtained four (4) hours of acceptable continuing education along with the required renewal fee. Therefore, please keep this office informed of any change in your mailing address within ten (10) days after change occurs so that you will receive copies of memoranda, renewal notices, etc. which might pertain to you.

Sincerely,

Pamela Fries,
Regulatory Specialist I
Bureau of Entomology and Pest Control

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

Date File No. Expires
March 14, 2013 LC202444 March 31, 2014

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 31, 2014

ROBERT IAN MILLER
2708 CENTERVIEW PL
BRANDON, FL 33511

ADAM H. PUTNAM, COMMISSIONER
Arborist Certifications

Certified Treecare Safety Professional

This card certifies that

Jim Herth

has been accorded the designation
“Certified Treecare Safety Professional”, or
CTSP, by the Tree Care Industry Association

TCIA

Certification #:00801
Renewal Date: 7/13/2014

Peter Gerstenberger
Senior Advisor for Safety, Compliance & Standards

ISA

International Society of Arboriculture

Verify an ISA Certification / Find a Tree Care Service

New Search
Return to search results

Name: Baughman, Shannon
Company Name: Bartlett Tree Experts
Street Address: 2221-A Gamble Rd
City: SWANNAH
State: GA
Country: UNITED STATES
Postal Code: 31415
Phone: 912-232-0101
Fax: 912-232-2100
Email: Click to send an email
Website: 
For Hire: Not for hire
Current ISA Member: ISA member
Cert Credentials: Certified Arborist

Tree Care Services

Cable/Brace
Diagnosis of Sick Tree
Certification
Pest Management
Pruning
Removal
Stump Grinding/Removal
Tree Risk Assessment
Safety Program
Ensuring a Safe Working Environment

Safety Policy
Austin Outdoor is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve ALL of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Austin Outdoor has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Human Resources Manager leads an active Safety Team that has developed safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Austin Outdoor.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and “near-miss” to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

Safety – It’s Everyone’s Responsibility
Austin Outdoor understands that safety is everyone’s responsibility. That’s why ALL employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders and Administrative Employees.

Leadership Team
Management’s most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company. Management’s responsibilities also include:

- Making a full commitment to safety that starts at the top.
- Communicating our company’s commitment to safety in a way that encourages all to share this commitment.
- Establishing safety policies and procedures and ensuring that they are implemented.
- Ensuring that all company safety rules are strictly enforced.
- Provide support for our safety program.
- Ensuring that supervisors are properly trained and held accountable for their safety responsibilities.
- Ensuring that all employees are trained in a language and manner that they understand.
- Complying with OSHA and other regulatory requirements.
Safety Program

- Encouraging all employees to “think safety” all times and apply it daily to their own individual positions.
- Taking prompt corrective action on hazards and potential hazards and empowering others to take action.
- Initiating prompt accident investigation, documentation and follow-up, including follow-up on “near miss” incidents.
- Regularly reviewing all accidents, on-the-job injuries or illnesses, and near miss incidents with supervisors and other employees.
- Regularly evaluating the effectiveness of our safety program and making changes when needed.
- Promoting our company as a safe company to customers and the public.

Field Management
Our supervisors are a critical link between management and our non-supervisory employees. Our supervisors’ safety responsibilities include:

- Supporting and communicating our company’s commitment to safety.
- Reviewing and understanding company safety policies and procedures.
- Enforcing all safety rules in a fair, consistent manner.
- Providing appropriate safety training to employees in a language that they understand before they begin their duties.
- Ensuring that employees are properly trained and certified before operating vehicles or equipment.
- Documenting (in writing) attendance at all safety meetings.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Promptly investigating and recording all accidents, on-the-job injuries or illnesses, near misses, and reports of hazards.
- Ensuring that all injuries receive prompt and appropriate medical attention.
- Documenting in writing all disciplinary actions taken against employees who violate safety rules.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.

Crew Leaders
Our crew leaders are responsible for ensuring that their crews operate safely by:

- Understanding company safety policies and procedures.
Safety Program

Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.

Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.

Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.

Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.

All Employees
All employees are responsible for:

- Complying with all company safety rules and policies.
- Working safely at all times and encouraging coworkers to do the same.
- Always using Personal Protective Equipment (PPE) as required.
- Promptly reporting any hazards or potential hazards to their supervisor or another manager.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.
- Participating in safety training sessions and safety meetings.
- Complying with all hazard warning signs.
- Keeping safety guards and shields in place and not operating equipment if safety devices have been removed or disabled.
- Conducting pre-trip and post-trip vehicle/equipment inspections.
- Maintaining vehicles and equipment in good working condition.
- Operating vehicles and equipment in a safe manner — and only after being properly trained.
- Practicing good housekeeping to reduce the risk of injury to others.
- Making suggestions to management about how we can be safer.

Teams – Risk Control & District Safety Task Force
Austin Outdoor has two main teams that oversee and ensure all safety policy and rules are abided by, and include:

Austin Outdoor Risk Control Team
*Will meet one time per quarter and more often if needed.* This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.
District Safety Task Force
*Will meet at least one time per month.* This task force will review the District’s risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly AO Risk Control Team meetings. The District Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the District as well as communicating the District’s recommendations to the AO Risk Control Team.

General Safety Rules
We are committed to maintaining a safe working environment and to reducing the risk of injury to our employees, customers, subcontractors, and the general public. In an effort to do that, Austin Outdoor has established the following safety rules, which all employees must follow. This list of rules is provided for convenience and is not intended to cover all aspects of safety conduct and behavior. Disregard for our company’s safety rules is grounds for disciplinary action, including possible termination. If you are injured while working, notify your crew leader or other supervisor. He/she will see to it that you receive proper first aid and medical attention. Your supervisor will ensure that records are kept. All injuries, no matter how minor, must be reported so that they do not become more complicated or infected. All employees must abide by the following requirements:

**Before Starting a Job**
- Inspect work areas, equipment, and job sites for hazards before starting your work each day. Immediately report any unsafe conditions to your supervisor so that corrections can be made before you start work.
- Understand when hand signals are required. Make sure you thoroughly understand the signals before beginning a job. When in doubt, ask. Only one person at a time can give hand signals, and that person must be in a position to have a clear, unobstructed view.
- Do not work underneath or over others without first notifying them and seeing that the proper safeguards are in place.

**Dress**
- When appropriate, dress according to our job standards. If you are working in the field, this includes: long pants and long-sleeved shirts; socks; boots or shoes (depending on the activity) with sturdy, nonslip soles (steel-toed boots for landscape construction and maintenance work); chemical-protection clothing and footwear when handling chemicals; and a hat for sun protection during the hot summer months.
Tennis shoes, sandals, and other lightweight shoes are not allowed at any time.

- Do not wear jewelry, drawstrings, or loose or frayed clothing when operating or working near powered machinery or equipment.
- Know that hard hats must be worn around all building construction and wherever a potential overhead hazard exists.
- Wear a safety vest where work zones include traffic.

General

- Think safety at all times. Do not distract coworkers or engage in roughhousing, horseplay, fights, or similar activities that increase the chances of an accident.
- Do not take shortcuts and do not run.
- Do not allow children on job sites.
- Always use the Personal Protective Equipment (PPE)—safety glasses, goggles, earplugs, gloves, hard hats, etc.—that has been assigned for the particular task. If your Personal Protective Equipment (PPE) does not fit properly, immediately tell your supervisor so that it can be replaced.
- Immediately report all accidents, on-the-job injuries or illnesses, and near miss incidents to your supervisor or another manager. Know the location of first-aid kits and who and how to call for emergency medical help.
- Always use appropriate fall protection if not working at ground level.
- Ensure that all loads are covered with a tarp and secured, and that the truck can handle the weight of the load.
- Report wet conditions on hills or other slopes to your supervisor for an evaluation before mowing.
- Tobacco use is not permitted on company property, in company vehicles, or on company job sites at anytime.
- Only use chemicals if you have been properly trained in their use. Store chemicals in their original container and in their proper locked location. Do not eat, drink, or smoke when handling chemicals or when working in areas where chemicals are stored.
- Know that our company has a drug-/alcohol-free workplace policy.
- Do not bring weapons of any kind onto our property, into company vehicles, or onto job sites.
- Lift correctly to avoid sprains, strains, and back injuries. Always lift within your limits and never lift or move an object that weighs 50 pounds or more by yourself. Seek assistance from a coworker for heavy loads. You also must comply with our company’s stretching program standards.
Safety Program

- Practice good housekeeping at all times. Keep your work area and job sites free of objects and debris that could be tripping hazards. Do not allow oil, water, or other substances to remain on floors so they become slip hazards. Return all tools and equipment to their proper location at the end of the day.

- Follow our company's procedures in the event of an emergency. Become familiar with the location of fire extinguishers, emergency exits, and so on. Know how to call for outside emergency help. Do not block exits, fire doors, fire extinguishers, gas meters, or electrical panels at any time.

Equipment

- Only operate vehicles and equipment after you have been trained. Use seat belts unless you are on equipment (such as a zero-turn mower) with a roll bar that is in the folded down position. If you must fold down a roll bar, return it to its upright and locked position as soon as possible.

- Do not remove or disable guards, shields, or other safety devices unless you have been authorized to do so. Never bypass a safety device.

- Promptly report any missing or damaged safety devices to your supervisor. Do not operate equipment with missing or defective safety devices until they have been replaced.

- Only repair equipment if you are authorized to repair it. Ensure that our company's written lockout/tagout procedures are followed before any cleaning, adjustments, or repairs begin.

- Personal use of company vehicles or equipment is not permitted.

- Never ride or let a passenger ride in the bed of a truck, in the bucket of a skid-steer loader, or on the forks of a lift truck.

- Do not allow passengers on any equipment and do not allow unauthorized persons (non-company employees, relatives, friends, etc.) to operate company vehicles or equipment.

- Turn off vehicles and equipment when they are not in use. Take the keys with you. Do not leave equipment unattended.

- Never stand between two pieces of equipment or under any hoisted equipment or material.

- Do not use a cell phone when operating vehicles or equipment unless it is an emergency and you cannot safely stop to call for emergency help. Also, do not engage in other unsafe activities (such as taking notes, reading maps, etc.) when operating vehicles or equipment.

- Use cones, barricades, and other warning devices provided when working in traffic areas. Do not park vehicles or equipment where they are likely to get hit.
Training Program
Continuing Education for Management Employees

Austin Outdoor provides continuing education to its employees to ensure each employee is knowledgeable on all Best Management Practices and horticulture-related topics. Austin Outdoor’s training program includes:

New-Hire Training Program
Austin Outdoor offers a four-week field manager training program designed to provide new employees with a solid foundation on Austin Outdoor practices as well as proper horticulture practices.

Austin University
This is a quarterly class for field managers that covers horticulture-related topics such as plant identification, proper fertilization techniques, proper scheduling, customer service, etc. This is a day-long class that begins with classroom discussions in the morning and hands-on experience in the afternoon.

Field Training Classes
This class works in conjunction with the Austin University classes. In these classes, the material discussed in the Austin University class is then taken and taught to crew management. This is a hands-on class.

Austin Outdoor Risk Control Team
This team reviews the company’s overall risk control components, including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team is responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources. This team meets once per quarter and coordinates all safety training.

Customer Service Excellence Teams
Our Customer Service Excellence Teams were created with the focus of providing quality landscapes through superior customer service. The CSE Teams meet monthly to determine, discuss and create solutions regarding how Austin Outdoor can constantly improve on our customer service initiatives.

The Scoop on Horticulture
This is a every-other-month e-newsletter distributed to field managers that discusses horticulture topics, such as Plant Injury During the Winter Months, Flower Bed Preparation, Diseases & Pests, Water Management, Tree Care Myths, and Clean Up After a Storm, among other topics.

Equipment Training
Continual equipment training takes place when needed for situations such as a new operator, new equipment or reiterating general equipment safety procedures.

Tuition Reimbursement
Austin Outdoor reimburses its employees for continuing education classes that are in a related field of study.
Quality Control
At Austin Outdoor

In order to ensure quality control is in place on all levels, a comprehensive, detailed plan is utilized that incorporates a number of quality control measures. At Austin Outdoor, we have a multi-tiered quality control program in place that engages managers at all levels to make sure that every area of the property is in excellent condition.

Account Managers meet with Property Managers on a regular basis to discuss the landscape management plan and align priorities. Weekly schedules that summarize the previous week’s activities and outline the next week’s work are sent to the Property Managers and any others involved with the property. Account Managers inspect their properties weekly to specifically create quality control punch lists, which are used to direct the crew on maintenance items throughout the property. Punch list items include everything from addressing sight line obstructions to seasonal pruning. Our quality control program allows the Account Manager to set expectations and priorities with the crew.

Regularly, the District Manager performs a cross-property inspection. The District Manager looks at crew activities, routine maintenance practices and reviews the entire property with a fresh eye. This allows the Account Manager to troubleshoot potential issues throughout the property as well as learn from each other. Also, the Director of Horticulture conducts his own monthly reviews of properties. This allows for the District Manager’s and Director of Horticulture’s years of experience to be leveraged at every property.
Proposal

"Austin Outdoor's experience, professionalism, quality and workmanship are unmatched. They take a proactive approach and provide customized landscape solutions. They respond promptly to any requests and are always willing to take the extra steps necessary to make the landscapes of our properties look their best."

Annie Marks, President
May Management
904.461.9708
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

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

PART 1

General Landscape Maintenance $150,659.95 Yr

- Storm Cleanup $50.00/hr (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Per district, frost cloth is owned by the community. It is cut and marked. Freeze protection will include the labor to cover all frost sensitive plant material with a 12 hour notice.

$800.00/application (do not include in General Landscape Maintenance total or Grand Total)

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

$35/hr for employee with hand-held hose

$90/hr for water truck/tanker

PART 2

Fertilization (All labor and materials) $31,585.05 Yr

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

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>24-0-10</td>
<td>1 lb N/1,000</td>
<td>4350</td>
<td>3902.22</td>
</tr>
<tr>
<td>April</td>
<td>21-0-0</td>
<td>1/2 lb N/1,000</td>
<td>2500</td>
<td>3902.22</td>
</tr>
<tr>
<td>June</td>
<td>0-0-30 w/micros</td>
<td>Nitrogen ban</td>
<td>3450</td>
<td>3902.22</td>
</tr>
<tr>
<td>October</td>
<td>24-0-10</td>
<td>1 lb N/1,000</td>
<td>4350</td>
<td>3902.22</td>
</tr>
</tbody>
</table>
ST. AUGUSTINE (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>24-0-10</td>
<td>1 lb N/1,000</td>
<td>80</td>
<td>130.86</td>
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<tr>
<td>April</td>
<td>21-0-0</td>
<td>1/2 lb N/1,000</td>
<td>45</td>
<td>130.86</td>
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<tr>
<td>May</td>
<td>24-0-11</td>
<td>1 lb N/1,000</td>
<td>80</td>
<td>130.86</td>
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<tr>
<td>July</td>
<td>0-0-30 w/micros</td>
<td>Nitrogen Ban</td>
<td>50</td>
<td>130.86</td>
</tr>
<tr>
<td>September</td>
<td>0-0-30 w/micros</td>
<td>Nitrogen Ban</td>
<td>50</td>
<td>130.86</td>
</tr>
<tr>
<td>November</td>
<td>24-0-11</td>
<td>1 lb N/1,000</td>
<td>80</td>
<td>130.86</td>
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</table>

ORNAMENTALS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-0-10</td>
<td>1 lb N/1,000</td>
<td>435</td>
<td>2603.99</td>
</tr>
<tr>
<td>June</td>
<td>8-0-10</td>
<td>1 lb N/1,000</td>
<td>435</td>
<td>2603.99</td>
</tr>
<tr>
<td>October</td>
<td>8-0-10</td>
<td>1 lb N/1,000</td>
<td>435</td>
<td>2603.99</td>
</tr>
</tbody>
</table>

PALMS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS./PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>13-3-13</td>
<td>2</td>
<td>668</td>
<td>2459.68</td>
</tr>
<tr>
<td>May</td>
<td>13-3-13</td>
<td>2</td>
<td>668</td>
<td>2459.68</td>
</tr>
<tr>
<td>October</td>
<td>13-3-13</td>
<td>2</td>
<td>668</td>
<td>2459.68</td>
</tr>
</tbody>
</table>

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

SPECIALTY PLANT MATERIALS

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
</table>

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control  (All labor and materials)  $ 500.00 Yr
(if all pesticide allowance is required) *

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

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

OTC Injections  (All labor and materials)

1,140.00

$ 1,140.00 / Yr (based on quantities below)

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

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canary</td>
<td>1</td>
<td>1</td>
<td>$15.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Royal</td>
<td>6</td>
<td>1</td>
<td>$15.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>Christmas</td>
<td>5</td>
<td>1</td>
<td>$15.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Foxtail</td>
<td>7</td>
<td>1</td>
<td>$15.00</td>
<td>$420.00</td>
</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $6,024.00 /Yr

Freeze Protection (description of ability)

Winterizing of pump stations.

$150.00/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $150.00/hr. (i.e. broken mainlines, pump & wells, etc.)

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

Please see attached sheet.

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $27,626.00 / Yr
(if both topdressings are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

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

386 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at
$14,668.00 /CY (app. April)

And

341 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at
$12,958.00 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"
<table>
<thead>
<tr>
<th>Item</th>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Customer Price</th>
<th>Part Code</th>
<th>Description</th>
<th>Qty</th>
<th>Customer Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>01</td>
<td>Hunter 13&quot; Rotor</td>
<td>1</td>
<td>$40.00</td>
<td>401-001</td>
<td>Taves 4&quot;</td>
<td>1</td>
<td>$7.75</td>
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<tr>
<td>02</td>
<td>02</td>
<td>Hunter 4&quot; Rotor</td>
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<td>$28.00</td>
<td>401-010</td>
<td>4.0 Hole</td>
<td>1</td>
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<td>03</td>
<td>03</td>
<td>Hunter Semi Rotor</td>
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<td>$48.05</td>
<td>401-012</td>
<td>6.3&quot;</td>
<td>1</td>
<td>$28.00</td>
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<tr>
<td>04</td>
<td>04</td>
<td>2&quot; Air Rotor</td>
<td>1</td>
<td>$35.00</td>
<td>401-016</td>
<td>1.5&quot;</td>
<td>1</td>
<td>$7.75</td>
</tr>
<tr>
<td>05</td>
<td>05</td>
<td>5&quot; Air Rotor</td>
<td>1</td>
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<td>401-018</td>
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<td>$4.25</td>
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<tr>
<td>06</td>
<td>06</td>
<td>6&quot; Air Rotor</td>
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PART 6

Annual Installation  (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $ 1.25/annual plant

1,875.00

$/rotation

7,500.00

$/Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page - This is what contract will be written for)

$ 188,769.00 /Yr (initial term)

FIRST ANNUAL RENEWAL $ 188,769.00 /Yr

SECOND ANNUAL RENEWAL $ 188,769.00 /Yr

Austin Outdoor LLC
Contractor/Firm Name
3235 North State Street
Firm Address
Bunnell, FL 32110
City/State/Zip
386-437-6211
Phone Number
386-586-1285
Fax Number

Name and Title of Representative Derek Welch, Vice President
Representative’s Signature

Date 2-14-14
ADDENDA – Bidder acknowledges the receipt of Addendum No.’s

1. ___ 2. ___ 3. ___ 4. ___ 5. ___

Dated this __________________ day of __________________, 2014

58
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS
BID FORM

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

ADDENDUM # 1

PART 1. 9). ENCROACHMENT RECAPTURE

$10,000.00/Yr. (amount based on scope). The CDD reserves the right to subcontract out any and all Encroachment Recapture.

PART 3. PEST CONTROL

Top Choice $1,000.00/Yr. (Amount based on scope). The CDD reserves the right to subcontract out any and all Top Choice applications.

Date: 02-07-2014
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

   MARCH 1 – NOVEMBER 1 – Once a week
   NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

   Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

**Palms:** All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarps shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor's responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

**All Bahia Areas:** (Make adjustments as necessary per ordinance)

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<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
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<tr>
<td>June</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
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<tr>
<td>October</td>
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**All St. Augustine Sod:** (Make adjustments as necessary per ordinance)

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<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
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<td>May</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
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<tr>
<td>July</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
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<tr>
<td>September</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>November</td>
<td>A complete fertilizer based on soil tests</td>
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The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)  
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients **per 100 SF of palm canopy** up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.
Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.
If at any time the District should become aware of any pest problems it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

Pest Control shall be included in the Contract Amount.
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly. Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenches to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4” pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.
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PROPOSAL FOR LANDSCAPE MAINTENANCE
TARA COMMUNITY DEVELOPMENT DISTRICT

February 14, 2014

Presented to:
Tyree Brown/ Operations Manager
Rizzetta Management Company
February 17, 2014

Mr. Tyree Brown, District Operations Manager
Tara Community Development District
7340 Tara Preserve Lane
Bradenton, FL

Dear Tyree and Tara Community Board Members:

Thank you for the opportunity to submit a landscape proposal for the Tara Community Development District. We hope that our familiarity with, and proximity to, the property coupled with our landscape and irrigation expertise, and our company stability, make ValleyCrest the optimal choice as your landscape maintenance provider. Our commitment will be nothing less than First-Class service, to act as an extension of your community’s image, to ensure that the entire community is ready 24/7, 365 days a year for your residents and visitors.

YOUR VALLEYCREST TEAM

Our plan for Tara will give you the horticultural expertise of over 63 years and thousands of projects, as well as, leading edge landscape management practices. We have enclosed our program and plans to provide the services required in your RFP.

An outline of work will be created for all areas and provided to Tyree Brown monthly. These will increase productivity and help our crews complete work promptly so disruptions are avoided. The ValleyCrest team can also provide a flexible workforce to meet labor needs during special events, holidays and emergencies.

FINANCIAL STRENGTH / LOCAL PARTNER

When you partner with ValleyCrest you have our commitment that we will manage your property and complete work on time and within budget. We have the right equipment and adequate manpower to perform any landscape project and we have the staying power of a company that has been in
business for over 63 years, and we provide this with a local, entrepreneurial manager that makes all decisions regarding the here in Bradenton – not at some far away headquarters.

**COMPLIANCE WITH YOUR RFP**

ValleyCrest Landscape Maintenance has thoroughly reviewed the Request for Proposal for the . We have conducted site inspections, identified landscape inventory, and determined both material and labor costs required to effectively manage your community and to meet the requirements of this RFP.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to the success of the community. When you partner with ValleyCrest, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. Please feel free to contact (941) 915-2855 or by email at jpark@valleycrest.com.

Sincerely,

Jerei Ellen Parks
Business Developer

Abel Cardenas
Operations Manager
EVALUATION CRITERIA

Tab 1 – Experience
- UNDERSTANDING THE WORK
- SIMILAR CDD COMMUNITIES

Tab 2 – Key Personnel
- STAFF
- LABOR COMMITMENT
- TRAINING

Tab 3 – Equipment and Manpower
- MAP
- FINANCIAL
- CREDIT

Tab 4 – References

Tab 5 – Landscape Maintenance Pricing
- DISTRICTS PRICE PAGES

Tab 6 – Bidder’s Supplemental Information
- INSURANCE CERTIFICATE
- LICENSES AND CERTIFICATIONS
- ADDITIONAL INFORMATION
UNDERSTANDING THE SCOPE

TURF MAINTENANCE PROGRAM

Every property is different with a unique set of maintenance needs. We took into consideration the requirements outlined in your expectations to create the maintenance plan below which is designed to keep your properties looking their best year-round.

Mowing Schedule

We will deploy a specific mowing crew of eight (8) full time employees to perform all the mowing, edging, string trimming, and blowing per section. The Community will be mapped and the crew will follow that mapping progression through the Community weekly. This “mapping” will be provided to Tyree Brown in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event. This will guarantee we maintain a weekly schedule for all turf areas in the growing season and a bi-weekly schedule in the slow growing months. This schedule will be updated monthly and a copy will be provided to Tyree Brown for final approval.

Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

A good IPM program will consider the economic threshold of the landscape or simply stated how much damage the landscape can sustain until the aesthetic value of the landscape is diminished. Early
preventative actions are the key to a successful IPM program. Once you have determined the economic threshold of a site, the evaluation process may begin. In an IPM program, we use information on:

- Pest identification
- Pest lifecycles
- Available pest control methods
- Control methods that cause the least damage to the environment

SHRUB AND GROUND COVER MAINTENANCE PROGRAM

Several preventative functions are scheduled seasonally. Please note below a general quarterly plan that will become site specific upon further evaluation.

Pruning Schedule

The community will be divided into 4 sections, plus high frequency areas such as main Community entrances. The high frequency areas will be touched every week, with the remaining 4 sections put on a rotation to get through each section one time completely in every month. This program will afford our team the opportunity to adjust the weekly prune schedule if we encounter rain, an emergency or a schedule adjustment based around a special event. This will guarantee we maintain all shrub and ground cover beds a minimum of once per month and will minimize the variance of "long and short" shrub pruning every month. The appearance of all shrubs throughout the community will look more "uniformly pruned" over the course of every month.

This schedule will be updated monthly and a copy will be provided to Tyree Brown for final approval.

- **Winter** - cut back shrubs needing severe thinning, limb up trees.
- **Spring** - apply pre and post emergent weed prevention chemically to all areas, fertilize.
- **Summer** - regular inspections to address plant growth, weeds, and overall plant health, fertilize.
- **Fall** - fertilize at proper rates, monitor irrigation cut backs, apply pre-emergent weed control for winter weeds.
Integrated Pest Management (IPM) is an efficient, effective and environmentally conscious approach to pest management. Early preventative actions are the key to a successful IPM program. In an IPM program, we use information on:

- Pest identification
- Pest lifecycles
- Available pest control methods
- Control methods that cause the least damage to the environment
TREE AND PALM MAINTENANCE PROGRAM

You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability. Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful. Tree Care services include:

- Tree pruning
- Soil and tissue analysis
- Annual and 3-5-year budget planning
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Inventory and management plans
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Nuisance fruit production control
- Hazard evaluation and management

Tree care consultation

Tree trimmed for proper building clearance

Crew pruning a tree
The pruning of trees and palms assures the natural character which reduces potential hazards and insures stability in your urban tree canopy.

Goals

- **Winter** - Maintenance Pruning of Crape Myrtles (February-March), Hardwood elevation and deadwood removal if necessary

- **Spring** - (April-May) Pruning of all Palms to remove brown fronds and seed stalks.

- **Summer** - Maintenance Pruning of Hardwoods to remove excess foliage, building, security, vehicle and pedestrian clearance issues.

- **Fall** - (September-October) Pruning of all Palms to remove brown fronds and seed stalks (Optional if needed)

Integrated Pest Management (IPM) is an efficient, effective and environmentally conscious approach to pest management. Early preventative actions are the key to a successful IPM program. In an IPM program, we use information on:
- Pest identification
- Pest lifecycles
- Available pest control methods
- Control methods that cause the least damage to the environment

**Pruning Schedule** – Hardwood trees can be pruned at various times of the year but we recommend a winter and summer management program to ensure guest safety. We have several ISA Certified Arborists on staff to help manage your trees. They will conduct routine quarterly inspections of both the palm and hardwood canopies. They will also provide a complete Community map and identification of all trees and palms within the Tara Community District.
ANNUALS INSTALLATION AND MAINTENANCE PROGRAM

On a per-square-foot basis, color plantings are usually the most intensively managed element of a landscape. There are ways, however, to develop an outstanding color program that makes a strong return on the investment. Color themes may be used to complement buildings, company colors or the appropriate season of the year. We will use a specific subcontractor to grow, install and maintain the annual color for each season at Tara CDD. Using a quality, ValleyCrest approved subcontractor will provide better control and uniformity of plants for the community. We'll put together a proposal based on your input—and deliver a customized, cost-effective seasonal color display that:

- Creates aesthetic excitement
- Provides an individual identity to the property
- Attracts the attention of tenants, residents, employees, guests and the general public
- Complements a well-maintained landscape
- Creates a pleasing atmosphere
- Makes an eye-catching statement about the property
- Adds value to the property

Planting Procedure

- Remove existing plant material/mulch
- Trench beds with flat shovel
- Add soil amendments
- Thoroughly rototill entire bed area
- Lay out flats near beds
- Know correct spacing of plant per species
- Auger or dig holes in beds
- Fertilize beds
- Break root ball and plant at correct depth
- Spot check spacing and straightness of rows
- Smooth out all footprints in beds

Irrigation

- Watering new flower beds is crucial to prevent damage to the vascular and root system of plants make sure irrigation zones are checked before and after planting for damage that may have occurred during installation Set irrigation clocks appropriately
- Reduce frequency once annuals are established
Irrigation Maintenance Program

Water is money and every drop counts. Our water management expertise has helped our customers save significant amounts of water, which translates into significant dollar savings. We start with a thorough assessment of your current irrigation system and offer our recommendations for better managing your water supply. We understand the components and the requirements of the Irrigation RFP. We have experience and certified training in managing and operating the systems employed by the community. There will be a very short learning curve in becoming familiar with the system as it exists from our prior and current experience with the Hunter system. Further, our experience with pump, well and computer controlled systems with other clients adds to our ability to effectively manage the entire irrigation system without relying on other subcontractors to keep system operating at peak efficiency. With this, we will:

- Perform a detailed irrigation evaluation of your current system
- Calculate potential savings based on past water usage and landscape needs
- Create a customized water management plan that ensures uniform coverage, reduced runoff and efficient operation
- Assess plant palette and make recommendations that can reduce overall water consumption
- Recommend smart controller options appropriate for your property with detailed information on pricing, water savings and other additional benefits you can expect
- Monitor existing and/or new system for stuck valves, breaks and other efficiencies to prevent water-use waist and damage

Find out more about water management solutions on our blog: ValleyCrestTakesOn.com
FLORIDA COMMUNITY
DEVELOPMENT DISTRICT
SARASOTA REGION

BOBCAT TRAILS CDD
CDD
GREY HAWK LANDING CDD

JACKSONVILLE REGION

RIVERTOWN CDD
SPRINGS CDD
WORLD COMMERCE CDD
CDD
RIVER GLEN CDD
WYNNFIELD LAKES CDD

ORLANDO REGION

CONCORD ESTATED CDD
ANTHEM PARK CDD

TAMPA REGION

HARRISON RANCH CDD
CONCORD STATION CDD
OAKSTEAD CDD
FISHHAWK III CDD
CORDOBA RANCH CDD
STERLING HILLS CDD

WEST VILLAGE
BARTRAM
BAINEBRIDGE
THE VILLAGES
BRIDGEWATER CDD
PANTHER TRACE CDD
PARKPLACE CDD
WEST MEADOWS CDD
OAK CREEK CDD
MIAMI REGION

PORTOFINO ISLES CDD
SILVER PALMS CDD
ENCLAVE AT BLACK POINT MARINE CDD
TURTLE RUN CDD

PERSONNEL

The team selected to maintain the have the skills and experience necessary to meet your specific needs and expectations.

Abel Cardenas, Branch Manager
- Oversees all operations within the branch including customer service, labor, equipment, safety and all administrative functions.
- Has worked with ValleyCrest for 6 years and over 10 years experience in the landscaping industry.
- Graduated from Florida State University
- Florida Best Management Practices Certified

"Few people know the secret to a great landscape, it's really about growing relationships; both with customers and employees."

Carson Matthews, Account Manager - Maintenance
- Oversees crews on daily production and meeting our client’s needs and wants.
- Has worked with ValleyCrest for 5 years and has 8 year’s experience in the landscaping industry
- Certified in Florida Best Management Practices, and CPR.

"Proper fertilization and pruning provides your landscape the balance it needs to survive."

Ron DeWick, Regional Manager - Irrigation

- Oversees irrigation department for all of our properties in Manatee, Sarasota and Charlotte counties.
- Has worked with ValleyCrest for 17 years and has 27 years experience in the landscaping industry.
- Certified Landscape Irrigation Auditor with Irrigation Association
- Trained and experienced in Smart Irrigation Controllers
- EPA Water sense partner

Christopher Berry, Account Manager - Enhancements

- Oversees the installation of enhancement and renovation upgrades for all accounts in Manatee and Sarasota counties.
- Has worked with ValleyCrest for 3 years and has 5 year's experience in the landscaping industry
- Certified in Florida Best Management Practices, Certified Horticultural Professional and CPR certified.

“A beautiful landscape will brighten everyone’s day.”
Randy Eldridge, Landscape Designer
- Prepares designs and specifications pertaining to landscape planting projects.
- Has worked with ValleyCrest for 19 years and has 40 year’s experience in the landscaping industry
- Certified Landscape Specialty Contractor
- Pest Control License # JF108600

“Right Plant Right Place”

Bingle, Tree Care Manager
- Oversees all tree care operations in Manatee, Sarasota, and Charlotte counties
- Has worked with ValleyCrest for 4 years and has 10 year’s experience in the landscaping industry
- Certified Arborist (FL-5585AT)

“Strong trees are the foundation for building a mature and distinctive landscape.”

Jonathan Weaver, Agronomic Manager - Maintenance
- Has worked with ValleyCrest for 2 years and has 16 year’s experience in the landscaping industry
- Certified in Florida Best management Practices
• Certified Pest Control Operator (LF197091), Florida Best Management Practices Certified Trainer

"Proper watering practices are essential for a thriving landscape."

Juan Aguirre, Field Operations Manager - Maintenance

• Hires, trains and mentors new employees and assists with equipment certifications.

• Ensures readiness of workers, tools and materials

• Has worked with ValleyCrest for 16 years and has 16 year's experience in the landscaping industry

• Florida Best Management Practices Certified Trainer

"Investing in people insures a quality product."
Job Descriptions

Branch Manager – Abel Cardenas: Oversees all landscape operations within the local branch including labor, equipment, customer service, safety and all administrative functions of customer care.

Account Manager – Carson Matthews: As the primary customer contact, the AM develops and maintains schedules for maintenance work and ensures compliance to job specifications and quality control standards; proactively communicates to customer and ValleyCrest team members. He will function as daily, immediate liaison with the Community and Ryan Heise for answers to immediate property questions.

Production Manager – Juan Aguirre: On site, full time, dedicated manager to run all crews, manage all duties and responsibilities of the Sterling Hill scope of work, carry out all instructions and schedules assigned by the Account Manager.

Certified Arborist – Ed Bingle: Heads the Scheduling and Administrative portion of all Palm and Tree pruning in house with our trained and certified staff. Leads 5 State of Florida Certified Arborists out of our West Tampa Branch that would service the Sterling Hill Community. These employees not only have the State Certifications, but maintain annual training updates with Industry and company training, remaining current with laws, policies and procedures.
Agronomic Manager – Jonathan Weaver: Our agronomic technician is licensed and knowledgeable in the safe application of fertilizers, insecticides, herbicides, and fungicides. He leads, directs, schedules and monitors all agronomic applications. Also responsible for continual reporting to State and Federal agencies.

Irrigation Manager – Ron DeWick: Leads, directs schedules and monitors all irrigation work within the branch. Monitors inspections, irrigation checks, cleaning, repairs, and adjusting of your irrigation system; generates reports to identify repairs, consumption use requirements, and upgrades.

Irrigation Assistant – Jeff McClain: Assists in the daily management of the irrigation system and performs repairs and adjustments, and monitors malfunctions and potential leaks.

Enhancement Manager – Chris Berry: Leads all special projects relating to new installs, enhancement, and upgrades requested by the Sterling Hill Boards. Jeff will supervise and manage our enhancement crews in conjunction with the account manager. Budgets, timelines, and material will be provided to meet all client requests.

Crew Leader – Rogelio Lucas: Responsible for daily compliance of job specifications and quality standards; knowledgeable in all materials, equipment, and safety programs; proactively deals with potential problems, ensures safe working conditions at job site and identifies potential liabilities on the property.
Tara CDD
Management and Gardener Staff

Support Team
- Ron DeWick
  - Irrigation Manager
- Ed Bingle
  - Certified Arborist
- Dr. Barry Troutman
  - Director Technical

- Juan Aguirre
  - Production Manager

- Ron Linke
  - Irrigation Site Manager

- Jonathan Weaver
  - Technical Service

- Ashley Feller
  - Facility Manager
Narrative Description of ValleyCrest’s Approach

Tara CDD Community Staffing

Included you will find an organizational chart outlining our concept of Tara CDD support staffing needs. It is our goal to find as many efficiencies as possible to pass along to our clients without sacrificing any of the quality our clients have come to expect and demand.

The Green Boxes are the management staff directly linked to the Tara CDD CDD Communities. Carson Mathews will be the Account Manager interacting with the Community and Tyree Brown regularly.

The Blue Boxes are the expert staff we employ to support your scope of work and our efforts to be most efficient and horticulturally correct choice for the plants and the environment within Tara CDD. This team is on call and available to visit your property and support any and all issues that may surface outside our routine service. They are also very involved in setting the programs that will separate our team from the others in our industry.

The Red Boxes will be your mowing and detail teams. We have designed this team to perform all the mowing, edging, string trimming and blowing functions associated with the grass cutting task. The team will service your community four days per week, Monday through Thursday. We have found this to be very optimal for the property. On this schedule, we have enough crews to perform all mowing, trimming, edging, and blowing in the community. We utilize Friday (and Saturday if necessary) as backup for rain days. This way we always have a backup plan for inclement weather, yet insure that all services are finished weekly. This same team will service your property every cutting. We have found this creates the sense of pride associated with a community as well as creates a comfort with the equipment and procedures, and provides accountability for their work.

The full time gardener’s role is continuing detail of the plant beds and flowers. Trim the shrubs and spot treat insect and disease activity they find on the shrubs or turf. This team will be available to your community daily and will have a designed schedule, which will be provided by Jared Winn to Tryee Brown monthly.

Daily our on-site lead person, Carson Mathews, will check in with your representative to address any pressing needs. Monthly, Carson will provide a calendar of services. This will allow your residents to prepare for blanket chemical services and fertilizer applications. We will also support the onsite team with additional staff to assist when pruning the shrubs and ground cover’s required on a larger scale. Carson will decide, along with Tryee Brown, on
major pruning or specialized pruning tasks. This will also be a part of your monthly schedule. To further support the on-site team, we will have our arbor team perform the palm pruning and the required tree pruning. All these support tasks will coordinate through Carson for continuity and timing.

Finally, a trained irrigation tech will be on-site to perform all the irrigation needs from inspections through repairs.

We feel this Plan will provide the expert staff required to perform the work while maintaining the cost throughout the contract. While this is our plan, we will remain flexible to change and modify it as we and the Boards deem necessary. We will ask for your support and input prior to decisions that will affect your community. Our goal is to create a singular team including Tyree Brown, board members and ValleyCrest staff.

EMPLOYEE POLICY & TRAINING PROGRAM

ValleyCrest's comprehensive employee training program covers topics of relevance for every individual in the organization. Training topics include safety, customer satisfaction, operations, horticulture, pest management, crew management, and financial management.

Our Bradenton team is comprised of horticulturists, gardeners, arborists, irrigation technicians and pest control specialists who will work hand-in-hand to deliver on all of your expectations. We achieve the highest level of quality by continuously bringing new ideas to augment the landscape, giving our people at all levels the training they need to perfect their craft, and utilize the latest equipment and technology.

Our commitment to training incorporates positive discipline and a focus on quality and results. Training provides our employees with knowledge, ideas, and tools to deliver outstanding customer service and performance. Our employees receive full training in safe driving practices as well as equipment certification to minimize accidents.

The focus of the training courses revolves around our Core Values.
SAFETY

Safety is the number one priority at ValleyCrest. We assume responsibility for the safety of our personnel and do whatever it takes to ensure the safety of your hotel employees and guests. All personnel, materials, equipment and supplies are in conformance with the Occupational Safety and Health Act (OSHA) and all other applicable federal, state and local laws and regulations. We have also designated a dedicated employee at each branch to serve as Safety Officer, whose sole responsibility is to ensure our people act safely at all times.

The safety and well-being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

PRESERVING A SAFE ENVIRONMENT
- Criminal background checks
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- ValleyCrest logo clearly displayed on vehicles
- “How’s my driving?” stickers on vehicles
- Required use of cones to denote safety zone

CREW SAFETY
- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls
ValleyCrest Employees 200 full time trained Landscape Professionals within 15 miles of the Community and an additional 200 full time employees in our Long Boat Key and Sun City ValleyCrest Branches.

We would like to invite the Board Representatives to visit and tour our Sarasota/Bradenton facility and meet the full time mechanic and office teams that will be supporting Tara CDD.
Equipment List

Route Trucks
(26) Ford F150 1/2 Ton Pick Ups
(20) Ford F250 3/4 Ton Pick Ups
(4) Ford F550 - Trucks

Spray Trucks
(1) Ford F250 Spray Truck 200 Gallon
(1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers ~300 gallons
(4) 50 gallon Lesco Sprayer Skid Mount
(5) Ride on z-sprayers
(2) Toro ride on boom sprayers
(1) Vortex spreader ornamental fertilizer

Irrigation Truck
(3) Ford F250 SC XL
(9) F150

Dump Body Trucks
(3) Ford F450 Trucks
(8) Isuzu Dump Trucks

Trailers
(12) Custom Built Equipment Trailer
(2) Weld Rite 16’ Batwing Trailer
(1) 10’ Flatbed
(1) Ray side 16’x6’
(1) Weld Rite 16’x6’
(9) 20’ Enclosed Trailer

Field Equipment (400 units)
Gas articulating shears
Hand shears
Straight shears
Back pack sprayers
Fertilizer spreaders
Hand spreaders
Walk behind spreaders
Riding fertilizer spreaders

Large Equipment
(1) Polecat Aerial Lift
(3) Bandit 1590 Brush Chipper
(1) Skid Steer Loaders
(2) Aerial Lift Trucks

Utility Vehicle
(6) John Deere Gators

Mower Equipment
(8) 48” Walk behind mowers
(15) 52” Stand on mower
(2) 11’ Batwing Mowers
(30) 61” Riding Mowers
# FINANCIAL STRENGTH

ValleyCrest Landscape Maintenance  
Consolidated Financial Statements

<table>
<thead>
<tr>
<th></th>
<th>Apr-11</th>
<th>Apr-12</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>24,249</td>
<td>115,567</td>
</tr>
<tr>
<td>Short-Term Investments, at Cost</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Receivables:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade Accounts, Less Allowance for Doubtful Accounts</td>
<td>39,461,200</td>
<td>44,122,877</td>
</tr>
<tr>
<td>Notes Receivable</td>
<td>168,789</td>
<td>4,786</td>
</tr>
<tr>
<td>Unbilled Receivables</td>
<td>369,317</td>
<td>22,494</td>
</tr>
<tr>
<td>Other</td>
<td>586,640</td>
<td>638,030</td>
</tr>
<tr>
<td>Total Receivables</td>
<td>40,585,946</td>
<td>44,788,167</td>
</tr>
<tr>
<td>Inventories</td>
<td>107,293</td>
<td>(2,055)</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>747,215</td>
<td>645,460</td>
</tr>
<tr>
<td>Deferred Tax Asset</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Due from Parent</td>
<td>217,567,520</td>
<td>257,520,809</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>259,032,223</td>
<td>303,067,948</td>
</tr>
<tr>
<td>Property and Equipment, at Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>1,413,355</td>
<td>1,413,355</td>
</tr>
<tr>
<td>Building and Improvements</td>
<td>12,869,499</td>
<td>13,604,824</td>
</tr>
<tr>
<td>Landscape and Automotive Equipment</td>
<td>54,600,554</td>
<td>60,851,020</td>
</tr>
<tr>
<td>Office Equipment and Furniture</td>
<td>2,280,406</td>
<td>2,426,595</td>
</tr>
<tr>
<td>Total Property and Equipment</td>
<td>71,163,814</td>
<td>78,225,754</td>
</tr>
<tr>
<td>Less: Accum Deprec. &amp; Amort.</td>
<td>(45,121,688)</td>
<td>(53,067,403)</td>
</tr>
<tr>
<td><strong>Net Property &amp; Equipment</strong></td>
<td>26,042,126</td>
<td>25,228,391</td>
</tr>
<tr>
<td>Goodwill</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Intangible Assets</td>
<td>-</td>
<td>1,560,427</td>
</tr>
<tr>
<td>Other Long-Term Assets</td>
<td>1,368,772</td>
<td>1,290,304</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>286,443,121</td>
<td>321,147,070</td>
</tr>
</tbody>
</table>

|          |         |         |
| **LIABILITIES & STOCKHOLDERS' EQUITY** |         |         |
| Current Liabilities: |         |         |
| Notes Payable, Including Current Maturities of Long-Term Debt | - | - |
| Accounts Payable | 8,002,176 | 12,852,451 |
| Accrued Liabilities | 11,548,726 | 12,180,458 |
| Billings in Excess of Estimated Revenues on Uncompleted Contracts | 181,043 | 24,754 |
| Income Taxes | - | (541,475) |
| Other Current Liabilities | - | - |
| **Total Current Liabilities** | 19,731,945 | 24,516,190 |
| Long-Term Debt, Excluding Current Maturities | - | - |
| Deferred Income | - | - |
| Deferred Taxes on Income, Non-Current | - | - |
| **Total Long-Term Liabilities** | - | - |
| **Stockholders' Equity:** |         |         |
| Preferred Stock | - | - |
| Paid In Capital | 102,647,141 | 105,455,855 |
| Excess of Par Value of Preferred Stock | - | - |
| Common Stock | 12,970 | 10,970 |
| Retained Earnings | 113,794,015 | 164,320,976 |
| FIN 48 Adjustment | - | - |
| YTD Income (Loss) | 50,257,050 | 36,843,079 |
| Comprehensive Income | - | - |
| **Net Stockholders' Equity** | 266,711,176 | 306,630,880 |
| **Total Liabilities and Stockholders' Equity** | 286,443,121 | 321,147,070 |
ValleyCrest Landscape Maintenance
Statement of Operations

<table>
<thead>
<tr>
<th></th>
<th>12 - months (FYE 2012)</th>
<th>July of 2012 (Jul-12)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$527,368,708</td>
<td>428,198,777</td>
</tr>
<tr>
<td>Cost of Revenues</td>
<td>404,662,664</td>
<td>349,248,755</td>
</tr>
<tr>
<td>Gross Profit</td>
<td>122,706,044</td>
<td>7,895,002</td>
</tr>
<tr>
<td>Selling, General and Administrative Expenses</td>
<td>85,862,965</td>
<td>608,8554</td>
</tr>
<tr>
<td>Operating Profit</td>
<td>36,843,079</td>
<td>1,806,448</td>
</tr>
<tr>
<td>Net Income before Taxes</td>
<td>$36,843,079</td>
<td>$1,806,448</td>
</tr>
</tbody>
</table>
CUSTOMERS
SOLD ON VALLEYCREST

In our effort to provide the best possible landscape service in town, our customers have become raving fans. But don't take our word for it. Ask them yourself!

Lakeridge Falls
Sarasota, FL
Contact: Grover Young/ President
Phone: (941) 359-8554
Email: gcyoung@att.net
ValleyCrest Customer for 5 years
Contract Value: $500,000.00+

Greyhawk Landing
Bradenton, FL
Contact: Jon Phillips/CDD Field Manager
Phone: (941) 746-6670
Email: cddfieldmgr@tampabay.rr.com
ValleyCrest Customer for 4 years
Contract Value: $175,000.00+

Heron Creek
Venice, FL
Contact: Richelle Taylor-Harris
Phone: (941) 423-6755
Email: membership@heron-creek.com
ValleyCrest Customer for 11 years
Contract Value: $1,000,000.00+
CUSTOMERS
SOLD ON VALLEYCREST

Village Walk at Palmer Ranch
Sarasota, FL
Contact: Boyd Phillips
Phone: (941) 825-8775
Email: boyd@vwhoa.org
ValleyCrest Customer for 6 years
Contract Value: $1,400,000.00+

Island Walk
Venice, FL
Contact: Sue Champagne
Phone:
Email:
ValleyCrest Customer for 3 years
Contract Value: $500,000.00+
PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA

COMMUNITY DEVELOPMENT DISTRICT

(“District”)

Date of Issue: February 3, 2014
Due Date / Time: February 17, 2014 at 4:00 P.M.
TARA
COMMUNITY DEVELOPMENT DISTRICT

INVITATION FOR PROPOSAL
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
</table>
| 1.     | Completeness of Proposal  
Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness. | 5 |
| 2.     | Experience  
Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor. | 20 |
| 3.     | Qualifications of Key Personnel  
Qualifications of staff, adequacy of labor commitment, training programs for staff. | 15 |
| 4.     | Machinery, Equipment, and Manpower  
Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. | 20 |
| 5.     | References  
Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff. | 10 |
| 6.     | Cost  
Cost Proposal will be evaluated using the following formula:  
\[(\text{Lowest Proposed Cost / Proposer’s Cost}) \times 30 = \text{Total Cost Points}\] | 30 |

Total | 100 |
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before February 17, 2014 at 4:00 P.M. (EST)

TO: Tara Community Development District

FROM: ValleyCrest Landscape Maintenance
(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

I Abel Cardenas REPRESENTING ValleyCrest Landscape Maintenance Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I Annual Contract Proposal Amount:

A. Annual Total $176,949.59
   (Contract Total - Parts 1 thru 4)

NAME OF PROPOSER: ValleyCrest Landscape Maintenence
ADDRESS: 175 21st St. E
PHONE: (941) 756-2939  FAX: (941) 756-2851
SIGNATURE:

PRINTED NAME: Abel Cardenas  TITLE: Branch Manger
DATE: 2-14-14

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TARA COMMUNITY DEVELOPMENT DISTRICT QUALIFICATION STATEMENT

TABLE OF CONTENTS

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

ValleyCrest Landscape Maintenance

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: ValleyCrest Landscape Maintenance
   // A Partnership
   // X/ A Corporation
   // A Subsidiary Corporation

2. Parent Company Name: ValleyCrest Companies, Inc.
3. Parent Company Address:
   Street Address 24151 Ventura Blvd
   P.O. Box (if any)
   City Calabasas State CA Zip Code 91302
   Telephone 818-223-8500 Fax no. 818-223-8562
   1st Contact Name Roger Zino Title CEO
   2nd Contact Name Gary Tungate Title SVP

4. Proposer Company Address (if different):
   Street Address 7175 21st E
   P. O. Box (if any)
   City Sarasota State FL Zip Code 34243
   Telephone 941-756-2939 Fax no. 941-756-2851
   1st Contact Name Abel Cardenas Title Branch Manager
   2nd Contact Name Jerei Ellen Parks Title Business Developer

5. List the location of the office from which the proposer would provide services to the District.
   Street Address 7175 21st E
   City Sarasota State FL Zip Code 34243
   Telephone 941-756-2939 Fax No. 941-756-2851
   1st Contact Name Abel Cardenas Title Branch Manager
6. Is the Proposer incorporated in the State of Florida? Yes (X) No ( )

6.1 If yes, provide the following:

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

If no, please explain

________________________________________

________________________________________

- Date incorporated Dec. 15, 1988 Charter No. K51636

6.2 If no, provide the following:

- The State with whom the Proposer’s company is incorporated? ______

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

If no, please explain

________________________________________

________________________________________

- Date incorporated Charter No.

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

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

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

7.1 If yes, provide the following:

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

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

(09) 979 million , (10) 902 million , (11) 922 million.
9. What are the Proposer's current insurance limits?
   General Liability $2 million
   Automobile Liability $2 million
   Umbrella Coverage $6 million
   Workers Compensation $1 million
   Expiration Date 4-1-14

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

   The state(s) where barred or suspended ____________________________________________
   State the period(s) of debarment or suspension ______________________________________

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. N/A

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. NO
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: (see attached Sheets)

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

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone Lake Ranch HOA</td>
<td>Mark Chapman</td>
<td>813-362-6766</td>
<td>Lower Bid</td>
</tr>
<tr>
<td>Sun Coast Meadows CDD</td>
<td>Matt Huber</td>
<td>813-994-1001</td>
<td>Lower Bid</td>
</tr>
<tr>
<td>Sun Forest HOA</td>
<td>Nils Halberg</td>
<td>813-994-1001</td>
<td>Lower Bid</td>
</tr>
</tbody>
</table>

17. List irrigation technicians and include number of years of experience:

<table>
<thead>
<tr>
<th>Name</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Dewick</td>
<td>15+ years</td>
</tr>
<tr>
<td>Jeff McClain</td>
<td>10+ years</td>
</tr>
<tr>
<td>Dan Martin</td>
<td>15+ years</td>
</tr>
<tr>
<td>David Chapdelaine</td>
<td></td>
</tr>
<tr>
<td>Ron Linke</td>
<td>5+ years</td>
</tr>
</tbody>
</table>

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

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel. See Attached)

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

<table>
<thead>
<tr>
<th>Abel Cardanas</th>
<th>Branch Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Supervision</td>
<td>10 years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td></td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Carson Matthews</th>
<th>Account Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Direct Supervision, Main point of contact</td>
<td>22 years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td></td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

38
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juan Aguirre</td>
<td>Field Operations Mgr.</td>
</tr>
<tr>
<td>Scheduling, equipment, manpower training</td>
<td>14 years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td>Crew Leader</td>
<td>Yrs. With Firm</td>
</tr>
<tr>
<td>Rogelio Lucas</td>
<td>Position</td>
</tr>
<tr>
<td>Daily site service oversee the crew</td>
<td>9 years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mauricio Serro</td>
<td></td>
</tr>
<tr>
<td>Daily site service oversee the crew</td>
<td>9 years</td>
</tr>
<tr>
<td>Type of Work</td>
<td></td>
</tr>
</tbody>
</table>

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

Valleymost Landscape Maintenance
By: 
Abel Cardenas Branch Manager

This ___14th___ day of ___February___, 2014.

(Corporate Seal)

Sworn to before me this ___14th___ day of ___February___, 2014.

Notary Public/Expiration Date

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## CORPORATE OFFICERS

**Company Name**: ValleyCrest Landscape Maintenance  
**Date**: 2-14-14

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

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Zino</td>
<td>CEO</td>
<td>Overall Division Management</td>
<td>Calabasas, CA</td>
</tr>
<tr>
<td>Gary Tungate</td>
<td>SVP</td>
<td>Overall Florida Management</td>
<td>Orlando, FL</td>
</tr>
<tr>
<td>Mark Cruzan</td>
<td>Regional Manager</td>
<td>Oversee Sarasota Division</td>
<td>Sarasota, Fl</td>
</tr>
<tr>
<td>Barry Troutman</td>
<td>VP Tech Services</td>
<td>Oversee Fl. Tech Programs</td>
<td>Orlando, FL</td>
</tr>
<tr>
<td>Keith Wilson</td>
<td>VP / RSL</td>
<td>Oversee Sales in FL</td>
<td>Tampa, FL</td>
</tr>
</tbody>
</table>

**FOR PARENT COMPANY (if applicable)**

**FOR PARENT COMPANY (if applicable)**
AFFIDAVIT FOR INDIVIDUAL

State of Florida ss:
County of Sarasota

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

(Proposer must also sign here)

Sworn to before me this ______day of ____________, 2014.

Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of Florida ss:
County of Sarasota

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

_________________________________________ (Signature of a General Partner is Required)

Sworn to before me this ______ day of ____________ , 2014.

Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of Florida ss:
County of Manatee

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 14th day of February 2014.

Notary Public/Expiration Date:
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by **Valley Crest Landscape Maintenance**
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is **7175 21st St. E., Sarasota, FL 3423**
   and (if applicable) its Federal Employer Identification Number (FEIN) is **95-4194223**
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ______________________________.)

3. **My name is Abel Cardenas** and my relationship to the entity named above is **Branch Manager**.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), **Florida Statutes**, means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,
B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Date: 2/14/14

STATE OF Florida
COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ______

Abel Cardenas (name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 14th day of February 2014.

NOTARY PUBLIC

My commission expires May 8, 2017

JANICE FONTE
Notary Public - State of Florida
Commission # FF 000122
Bonded Through National Notary Assn.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

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

PART 1

General Landscape Maintenance  $138,500.00  ____ Yr

- Storm Cleanup $ 45.00/hr (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) If the District supplies the Freeze Cloth ValleyCrest will provide the labor @ $30.00 per hr will cover the plant material previously identified on walks with the District representative as plant material needing to be covered
  $ 35.00/hr __/application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
  $ 28.00/hr for employee with hand-held hose
  $100.00/hr for water truck/tanker

PART 2

Fertilization (All labor and materials)  $32,014.59  ____ Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>24-0-11 w/Pre M</td>
<td>1.0 #N/1000 SF</td>
<td>5288 lbs.</td>
<td>$6,371.25</td>
</tr>
<tr>
<td>April</td>
<td>46-0-0</td>
<td>.50 #N/1000 SF</td>
<td>1322 lbs.</td>
<td>$1,515.81</td>
</tr>
<tr>
<td>May</td>
<td>24-0-11</td>
<td>1.0 #N/1000 SF</td>
<td>5288 lbs.</td>
<td>$5,571.70</td>
</tr>
<tr>
<td>October</td>
<td>24-0-11 w/Pre M</td>
<td>1.0 #N/1000 SF</td>
<td>5288 lbs.</td>
<td>$6,371.25</td>
</tr>
</tbody>
</table>

48
### ST. AUGUSTINE (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb</td>
<td>24-0-11 w/Pre M</td>
<td>1.0 #N/1000 SF</td>
<td>133 lbs.</td>
<td>$184.90</td>
</tr>
<tr>
<td>March</td>
<td>46-0-0</td>
<td>0.5 #N/1000 SF</td>
<td>33 lbs.</td>
<td>$53.56</td>
</tr>
<tr>
<td>April</td>
<td>24-0-12</td>
<td>0.5 #N/1000 SF</td>
<td>66 lbs.</td>
<td>$125.55</td>
</tr>
<tr>
<td>May</td>
<td>20-0-10 w/Crosscheck</td>
<td>1.0 #N/1000 SF</td>
<td>166 lbs.</td>
<td>$181.04</td>
</tr>
<tr>
<td>October</td>
<td>24-0-11 w/Pre M</td>
<td>1.0 #N/1000 SF</td>
<td>133 lbs.</td>
<td>$184.90</td>
</tr>
<tr>
<td>November</td>
<td>24-0-12</td>
<td>1.0 #N/1000 SF</td>
<td>133 lbs.</td>
<td>$174.33</td>
</tr>
</tbody>
</table>

### ORNAMENTALS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>10-4-12</td>
<td>1.0 #N/1000 SF</td>
<td>735 lbs.</td>
<td>$660.00</td>
</tr>
<tr>
<td>May</td>
<td>10-4-12</td>
<td>1.0 #N/1000 SF</td>
<td>735 lbs.</td>
<td>$660.00</td>
</tr>
<tr>
<td>October</td>
<td>10-4-12</td>
<td>1.0 #N/1000 SF</td>
<td>735 lbs.</td>
<td>$660.00</td>
</tr>
</tbody>
</table>

### PALMS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-2-12 PPSU</td>
<td>1.5 #N/100 SF</td>
<td>2278 lbs.</td>
<td>$3,008.98</td>
</tr>
<tr>
<td>May</td>
<td>8-2-12 PPSU</td>
<td>1.5 #N/100 SF</td>
<td>2278 lbs.</td>
<td>$3,100.10</td>
</tr>
<tr>
<td>October</td>
<td>8-2-12 PPSU</td>
<td>1.5 #N/100 SF</td>
<td>2278 lbs.</td>
<td>$3,191.22</td>
</tr>
</tbody>
</table>

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

### SPECIALTY PLANT MATERIAL

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control (All labor and materials) $1,135.00 __________ Yr
(if all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials)

$ __________ / Yr (based on quantities below)

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

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canary</td>
<td>1</td>
<td>3</td>
<td>$40.00</td>
<td>$480.00</td>
</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $5,300.00 /Yr

Freeze Protection (description of ability) ValleyCrest will shut off all of the pumping system(s) and drain the system below grade. We will cover the exposed pumping system with frost blankets if desired and with prior approval from the District representative.

$45.00 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $ 55.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $15,120.00 / Yr (if both topdressings are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

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

180 _____ CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at $42.00 _____/CY (app. April)

And

180 _____ CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at $42.00 _____/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3”
PART 6

Annual Installation (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $1.50 ___/annual plant

$2,250.00 /rotation

$6,750.00 _______ /Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page - This is what contract will be written for)

$ 176,949.59 __________ /Yr (initial term)

FIRST ANNUAL RENEWAL $ 176,949.59 /Yr
SECOND ANNUAL RENEWAL $ 176,949.59 /Yr

Contractor/Firm Name ValleyCrest Landscape Maintenance

Firm Address 7175 21st E

City/State/Zip Sarasota, FL 34243

Phone Number 941-756-2939 Fax No. 941-756-2851

Name and Title of Representative Abel Cardenas, Branch Manager

Representative’s Signature (Please Print)

Date 2-14-14
ADDENDA – Bidder acknowledges the receipt of Addendum No.’s

1.  2.  3.  4.  5.

Dated this 14th day of February, 2014

[END OF SECTION]
EMERGENCY RESPONSE TEAM
READY WHEN YOU NEED US

With dozens of locations across Florida and more than 3,000 employees in the state, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

When a catastrophe occurs, your local Branch Manager, Abel Cardenas, will personally draw on resources and pull equipment from within the ValleyCrest network to ensure your property is quickly, properly and safely serviced.

Resources from branch offices throughout Florida will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.
COST SAVINGS RECOMMENDATIONS

We want to help you save money through a more efficient and healthier landscape. Our integrated services allow us to offer our customers additional benefits that protect the landscape and add value to your asset. This provides you with the ease of working with your one trusted service provider, ValleyCrest.

Our eye is always on quality and continuous improvement and our integrated landscape management program (ILMP) is designed to deliver cost savings along with a healthier landscape. It is a proactive system that focuses on the best utilization of resources to improve sustainability and maximize your landscape investment.

Systematic improvements developed with ILMP will:
- Reduce liability exposure by creating functional and safe landscapes
- Maximize your budget and capital investment through a system of prioritization
- Stabilize operating costs and help asset appreciation

Based on a review of your property, our goal is to create a five year plan to remove and replace plant material that has or is coming to the end of its life cycle. We will segment your property into primary, secondary and tertiary areas for revitalization and create a budget and timeline to systematically complete the revitalization with minimum impact on guests.

- Primary: Highly visible locations such as entrances, entry doors, monument signs, courtyards, amenity areas
- Secondary: Somewhat noticeable but not as visible as primary locations
- Tertiary: Rarely seen or out of the way locations

The ValleyCrest Team will work with your resort team to identify areas, plant material and themes as well as create a budget for each year.
**INSURANCE CERTIFICATE**

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
- Albert Insurance Services, Inc.
  - 333 South Hope Street, Suite 3750
  - Los Angeles, CA 90071

**CONTACT**
- NAME: [Redacted]
- PHONE: [Redacted]
- FAX: [Redacted]
- EMAIL: [Redacted]

**INURED**
- ValleyCrest Landscape Maintenance
  - 34151 Ventura Boulevard
  - Canoga Park, CA 91302

**COVERAGES**
- **GENERAL LIABILITY**
  - EACH OCCURRENCE: $1,000,000.00
  - LIMIT OF LIABILITY: $2,000,000.00

**PROPERTY LIABILITY**
- OCCURRENCE LIMIT: $2,000,000.00

**AGREEMENTS**
- **COVERAGE D**
  - EACH OCCURRENCE: $1,000,000.00
  - LIMIT OF LIABILITY: $1,000,000.00

**DESCRIPTION OF OPERATIONS**
- [Redacted]

**CANCELLATION**
- [Redacted]

**Sample**

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ValleyCrest Landscape Maintenance
CERTIFICATIONS

Manatee County, Florida
Building Department
1112 Manatee Avenue West, Bradenton, Florida 34205

Certificate of Occupancy

Certificate of Occupancy number: 10101124
Date: 3/24/2011

This Certificate of Occupancy is issued for the address shown below. Under the
conditions and restrictions set forth in the building permit and the Code of Ordinances of
Manatee County, Florida.

Issue Date: 3/24/2011
Project
Address: 7195 31ST STREET EAST
Panel ID: 1977958850
Owner: SABRINA 11 LLC
Permit Type: ALTCOMM
Contractor: ALTDES BUILDING CONSTRUCTION LLC
Licence: CC308117

Building Department of Manatee County, Florida
Copy generated by: IVR
Representative of: Carroll J. Dupre, CFO

Sarasota County Building Official.

Florida Department of Agriculture and Consumer
Services
Division of Marketing and Development
Mayo Building M-26
Tallahassee, Florida 32399

70333

Business Mailing Address:
VALLEYSWEEP LANDSCAPE MAINTENANCE, INC.
21250 CENTRAL EXPRESSWAY
TALLAHASSEE, FL 32308

Location Address:
VALLEYSWEEP LANDSCAPE MAINTENANCE, INC.
1315 31ST ST E
SARASOTA, FL 34239

"Your official license appears below. This license should be displayed along
with your business card in a conspicuous area at your place of business. Also
will any other permits issued by this department.

State of Florida
Department of Agriculture and Consumer Services
Division of Marketing and Development/Bureau of Licenses and Bond
860-420-4101
Tallahassee, Florida

License as Dealer in Agriculture Products
GOOD FOR ONE LOCATION
This license is issued under authority of Section 605.15-604.34, Florida Statutes

Commodity Code: 1
Bonding Company: SAFECRO INC. CO. OF AMERICA
Bond Amount: $10,000

Field Representative: WILLIAM MOORE

ADM 14-2494323

ValleyCrest Landscape Maintenance
State of Florida

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

PEST CONTROL LICENSE

Number: 354138

VALLEYCREST LANDSCAPE MAINTENANCE
712 21ST STREET EAST, SARASOTA, FL 34243

I hereby certify that the above named firm is licensed by the State of Florida, Department of Agriculture and Consumer Services for the year ending May 31, 2001 in accordance with law.

[Signature]
Commissioner of Agriculture

SARASOTA COUNTY CERTIFICATE OF COMPETENCY

The State of Florida is in the Business of MECHANICAL CONTRACTOR License Department

RANDALL W. LEEBROOK

2626 LAKESIDE DRIVE, S 34231

LANDSCAPE CONTRACTOR

This is NOT an Operating Certificate
YOUR COMPLETE SATISFACTION
IS OUR #1 GOAL

We judge our success by the complete satisfaction of our customers. Every member of your
landscape team will strive to earn your trust and loyalty through a proactive relationship in
which we consistently perform work of the highest quality with unmatched responsiveness.
To meet this goal, we continually collect feedback through a comprehensive customer
satisfaction program. We use the valuable insight gained through our survey program to
determine system improvements and guide the content of our employee training program.

Every customer we partner with has the opportunity to formally evaluate our work product,
service and relationship at least once a year. Your feedback is important to us. We pay
attention to the survey results and follow-up with a summary of each one to learn how we
can improve.
TOPCHOICE INSECTICIDE APPLICATION

SCOPE OF WORK:

An annual application of TopChoice insecticide for year round fire ant control will be applied at the direction of District Management to the turf area located around the clubhouse/amenities center. A supplemental application of Advion granular ant bait insecticide will be applied if fire ants return between annual TopChoice applications at no additional charge.

Annual Application: $120.00

ANNUAL PRESERVE CUTBACK

SCOPE OF WORK:

An annual preserve cutback of areas encroaching onto CDD property will occur at the direction of District Management. The preserve shall be cut back to the original line of distinction that was defined at the time of proposal. All green waste material will be removed from the property and disposed of.

Annual Preserve Cutback & Disposal: $14,808.00
Blank Tab
ARE YOU READY TO TURN YOUR VISION INTO A REALITY?

"Vision - it reaches beyond the thing that is, into the conception of what can be. Imagination gives you the picture. Vision gives you the impulse to make the picture your own."

Robert Collier

www.VisionLandscapeServices.com

design • build • manage
WHY WE ARE DIFFERENT

Both owner and general manager are college educated and hold a degree in Golf Course and Landscape Management.

Vision's key employees possess an attention to detail and extensive development training like very few others in the industry.

We at Vision understand our margins to be successful in this business. We also understand we may not be the choice for clients who are focused solely on cost and not on beautifying, improving and protecting their investment and environment. With our philosophies and techniques in the estimating phase, we know we will be able to successfully manage the client's property for many years into the future without ever sacrificing quality. This obviously creates mutual trust and confidence with our clients that their landscaping project will continually be managed correctly week in, week out, year after year.

Vision Landscapes strives to make the clients experience positive and hassle-free. A growing number of people are dissatisfied with the poor service and low skill and education levels of their present maintenance providers. Using proven care methods based on horticulture and turfgrass science, we'll take the challenge of maintaining your property to perfection while providing a reliable service that you can trust.
PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: December 26, 2013
Due Date / Time: January 20, 2014 at 4:00 P.M.
PROJECT MANUAL
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INVITATION FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Thursday December 26, 2013 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on January 7, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203. Firms desiring to submit proposals must submit one (1) original and eight (8) hard copies of the required proposal no later than Thursday, January 20, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this request for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Tuesday January 7, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and eight (8) hard copies of the required proposal no later than Thursday January 20, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District’s discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this IFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District’s operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at tbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Thursday January 16, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and eight (8) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO INVITATION FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 9. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Thursday December 26, 2013 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure
to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

Section 12. Basis of Award/Right to Reject. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

Section 13. Contract Award and Service Agreement Term. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

Section 14. Changes/Modifications. The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

Section 15. Insurance. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured’s, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

Section 16. Indemnification. The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Invitation for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District’s operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier’s check or such other form of surety as the District’s counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the
protestor; however, if, after completion of a formal protest hearing in which the District prevails,
the bond shall be applied to payment of the costs and attorney fees incurred by the District
relative to the protest. The entire amount of the bond shall be forfeited if the District determines
that a protest was filed for a frivolous or improper purpose, including, but not limited to, the
purpose of harassing, causing unnecessary delay, or causing needless cost for the District or
other parties.

**SECTION 21. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the
criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal
Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date
of proposal opening for the purposes of reviewing the proposals and investigating the
qualifications of the Proposers, prior to executing a contract agreement. During this time, all
provisions of the submitted proposal must be in effect, including pricing. The District may visit
the Proposer’s facilities as part of the evaluation process.

**SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE.** The black out period is defined
as between the time the Request for Proposals is issued and the time the respective Boards award
the contract. During this black out period, any attempt to influence the thinking of staff or
officials related to a solicitation for goods or services, in person, by mail, by facsimile, by
telephone, by electronic mail, or by any other means of communication, will result in
disqualification of their award and/or contract. This does not apply to pre-solicitation
conferences, contract negotiations, or communications with staff not concerning this solicitation.

**SECTION 23. PRICING.** Proposers shall submit their price information on the supplied
forms with all blank spaces completed. Proposers shall also sign the required forms. Each line
item shall be clearly stated and cover all charges including incidental expenses, applicable taxes,
insurance, overhead and profit. Proposers will not be allowed to make any substitutions in
materials, quantities or frequencies during the proposal process. Proposers shall guarantee that
their pricing shall not increase throughout the term of the contract agreement executed.

**SECTION 24. REFERENCE TERMS.** Any headings in this document are for the purposes
of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to
gender shall be construed to include all genders, firms, partnerships and corporations.
References in the singular shall be construed to include the plural and references in the plural
shall be construed to include the singular. Any reference to the “District” shall be construed to
refer to the Tara Community Development District and the District shall be the legislative
authority for all matters concerning the District and the District’s resulting contract.

**SECTION 25. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and
conditions included with the proposal response shall be evaluated or considered and any and all
such additional terms and conditions shall have no force and effect and are inapplicable to the
proposal. If submitted either purposefully through intent or design or inadvertently appearing
separately in transmitting letters, specifications, literature, price lists or warranties, it is
understood and agreed the general and special conditions in this solicitation are the only
conditions applicable to this proposal and the Proposer’s authorized signature affixed to the
proposal attests to this.
This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
</table>
| 1.     | Completeness of Proposal  
Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness. | 5 |
| 2.     | Experience  
Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor. | 20 |
| 3.     | Qualifications of Key Personnel  
Qualifications of staff, adequacy of labor commitment, training programs for staff. | 15 |
| 4.     | Machinery, Equipment, and Manpower  
Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. | 20 |
| 5.     | References  
Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff. | 10 |
| 6.     | Cost  
Cost Proposal will be evaluated using the following formula:  
(Lowest Proposed Cost / Proposer’s Cost) \times 30 = \text{Total Cost Points} | 30 |

Total | 100 |
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday January 28, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:
TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before January 20, 2014 at 4:00 P.M. (EST)

TO: Tara Community Development District
FROM: Vision Landscape Services of Florida, LLC d.b.a. Vision Landscapes

(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

Scott Whorall

I, REPRESENTING ___ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total $186,000.00

(Contract Total - Parts 1 thru 4 as well as the five (5) Optional Areas from Exhibit "B" Proposal Form, Total of all Items)

VISION LANDSCAPES

NAME OF PROPOSER: Vision Landscapes

ADDRESS: 11216 Tamiami Trail North, Suite 211, Naples, FL 34110

PHONE: (888) 502-2113 FAX: (888) 502-2130

SIGNATURE: ____________________________

PRINTED NAME: ____________________________

TITLE: Owner / President

DATE: 01/20/2014
QUALIFICATION STATEMENT

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PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Vision Landscapes

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: [Company Name] ☑ A Partnership ☐ A Corporation ☐ A Subsidiary Corporation

2. Parent Company Name: Vision Landscapes

3. Parent Company Address:
   11216 Tamiami Trail North, Suite 211
   Street Address
   P.O. Box (if any) N/A
   Naples Florida 34110
   City State Zip Code
   Telephone (888) 502-2113 Fax no. (888) 502-2130
   1st Contact Name Scott Whorall Title Owner / President
   2nd Contact Name Kristin Cavella Title Owner / Vice-President

4. Proposer Company Address (if different):
   N/A
   Street Address
   P. O. Box (if any) N/A
   N/A
   City State Zip Code
   Telephone Fax no.
   1st Contact Name
   2nd Contact Name

5. List the location of the office from which the proposer would provide services to the District.
   10961 Bonita Beach Road
   Street Address
   Bonita Springs Florida 34110
   City State Zip Code
   Telephone (888) 502-2113 Fax No. (888) 502-2130
   1st Contact Name Scott Whorall Title Owner / President
6. Is the Proposer incorporated in the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:

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

If no, please explain ________________________________________________ N/A
We are a Limited Liability Corporation Company doing business in Florida since August 2012
N/A
Date incorporated ______________ Charter No. ____________
N/A

6.2 If no, provide the following:

- The State with whom the Proposer’s company is incorporated? ______________

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

If no, please explain ________________________________________________ N/A

- Date incorporated ______________ Charter No. ____________ N/A

- Is the Proposer company authorized to do business in the State of Florida? Yes ☐ No ☐

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

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

7.1 If yes, provide the following:

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

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

$99,675.00, $322,910.00, $766,910.00

(09), (10), (11), (12).
9. What are the Proposer's current insurance limits?

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella Coverage</td>
<td>$0.00</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>08/01/2014</td>
</tr>
</tbody>
</table>

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

The state(s) where barred or suspended N/A
State the period(s) of debarment or suspension N/A

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes [ ] No [x] If so, where and why? N/A

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. N/A

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

17
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:
   - Verandah Community Association, Paul Martin (239) 694-6358, Contract $444,000/yr, 1 Year
   - River Hall CDD, Tyree Brown (813) 468-0251, Contract $99,675/yr 2 Years
   - Triple Creek CDD, Tyree Brown (813) 468-0251, Contract $101,275/yr 1 Year
   - River Hall HOA, Christine Eggelston (239) 690-9813, Contract $87,600/yr 1.5 Years
   - Belmont CDD, Scott Smith, (813) 468-0251, Contract $121,960.00/yr 10 Months

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

   None, 100% Retention Rate

17. List irrigation technicians and include number of years of experience:
   - Paul Barbuish (11 Years)
   - Chris Dickerson (4 Years)

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

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

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

<table>
<thead>
<tr>
<th>Bob Burns</th>
<th>General Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>General Operations</td>
<td>23 Years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td></td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Juan Bacillo</th>
<th>Account Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Landscape Operations</td>
<td>16 Years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td></td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Paul Barbuish</th>
<th>Irrigation Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Irrigation Maintenance and Repair</td>
<td>11 Years</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td></td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>
The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Vision Landscapes
Name of Proposer

By: _______________________

Scott Whorall, Owner/President
[Type Name and Title of Person Signing]

This ___ day of ___ January _, 2014.

(Corporate Seal)

Sworn to before me this ___ day of ___ January _, 2014.

Christina Elizabeth Ramirez
Notary Public/Expiration Date
<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Whorrall</td>
<td>President</td>
<td>Daily Operations / Quality Control</td>
<td>Naples, FL</td>
</tr>
<tr>
<td>Kristin Cavella - Whorrall</td>
<td>Vice-President</td>
<td>Sales and Marketing</td>
<td>Naples, FL</td>
</tr>
</tbody>
</table>

FOR PARENT COMPANY (if applicable)

---
AFFIDAVIT FOR INDIVIDUAL

State of Florida
County of Collier

Scott J. Whorrall

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

(Proposer must also sign here)

Sworn to before me this 20th day of January, 2014.

Notary Public/Expiration Date:

Christina Elizabeth Ramirez
COMMISSION # EE 160860
EXPIRES: MAR. 11, 2016
WWW.AARONNOTARY.com
AFFIDAVIT FOR PARTNERSHIP

State of Florida       ss:
County of Collier

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

(Signature of a General Partner is Required)

Sworn to before me this 20th day of January, 2014.

Christina Elizabeth Ramirez
Notary Public/Expiration Date:
AFFIDAVIT FOR CORPORATION

State of Florida

County of Collier

Scott J. Whorrall
(title) Owner / President
of the Vision Landscape Services of Florida LLC

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 20th day of January, 2014.

Christina Elizabeth Ramirez
Notary Public/Expiration Date:

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by Vision Landscapes
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is 11216 Tamiami Trail North, Suite 211, Naples, FL 34110
   and (if applicable) its Federal Employer Identification Number (FEIN) is 45-5298290
   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: N/A)

3. My name is Scott J. Whorral and my relationship to the
   entity named above is Owner / President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _______

(name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 20th day of January 2014.

My commission expires:

Date: 01/20/2014

Christina Elizabeth Ramirez
COMMISSIONER # EE160860
EXPIRES: MARCH 11, 2016
WWW.AARONNOTARY.com

NOTARY PUBLIC
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between ____________________________, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ____________________________, and ____________________________ (hereinafter referred to as "Contractor") located at ____________________________.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as Exhibit "C". In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".

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

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of $_________$_ per year as detailed in Exhibit “B”, payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than ________ days after the Notice to Proceed is filed.

V. CONTRACTOR'S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property.
affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A-Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor’s insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers’ Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers’ Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor’s Termination. Contractor may terminate this Contract with sixty (60) days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner’s Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days’ written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.
On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

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

XI. MISCELLANEOUS

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

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner:  Tara Community Development District
Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: __________________________
Its: __________________________
(Title of Authorized Representative)

Date: _________________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: __________________________
______________________________, Chairman

Date: _________________________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all his personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) TREE AND SHRUB CARE — All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) WEEDS AND GRASSES — All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor's responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHorus TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORus SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

**All Bahia Areas: (Make adjustments as necessary per ordinance)**

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + Pre M</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>June</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>October</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
</tbody>
</table>

**All St. Augustine Sod: (Make adjustments as necessary per ordinance)**

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>May</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>July</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>September</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>November</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
</tbody>
</table>

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg MUST be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.
Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.
If at any time the District should become aware of any pest problems it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

**Pest Control shall be included in the Contract Amount.**
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage.

All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4” pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

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

PART 1

General Landscape Maintenance $141,437.00 Yr

- Storm Cleanup $55.00 /hr (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Cover annual flowers with frost cloth

$560.00/application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
  $35.00 /hr for employee with hand-held hose
  $95.00 /hr for water truck/tanker

PART 2

Fertilization (All labor and materials) $21,763.00 Yr

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

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (lbs. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>24-0-11 50% SRN, Pre-EM</td>
<td>1 lb.</td>
<td>3,796</td>
<td>$4,870.00</td>
</tr>
<tr>
<td>May</td>
<td>21-0-0 AS</td>
<td>0.5 lb.</td>
<td>2,132</td>
<td>$2,204.00</td>
</tr>
<tr>
<td>October</td>
<td>24-0-11 50% SRN</td>
<td>1 lb.</td>
<td>3,796</td>
<td>$4,529.00</td>
</tr>
<tr>
<td>December</td>
<td>24-0-11 50% SRN</td>
<td>1 lb.</td>
<td>3,796</td>
<td>$4,529.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$16,132.00</strong></td>
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</tbody>
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54
### ST. AUGUSTINE (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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### ORNAMENTALS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>10-0-12 50% PCSCU</td>
<td>AS 3FE, 2MN, 2MS / 1 lb.</td>
<td>560</td>
<td>$700.00</td>
</tr>
<tr>
<td>October</td>
<td>10-0-12 50% PCSCU</td>
<td>AS 3FE, 2MN, 2MS / 1 lb.</td>
<td>560</td>
<td>$700.00</td>
</tr>
<tr>
<td>February</td>
<td>10-0-12 50% PCSCU</td>
<td>AS 3FE, 2MN, 2MS / 1 lb.</td>
<td>560</td>
<td>$700.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$2,100.00</td>
</tr>
</tbody>
</table>

### PALMS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>8-0-12 -4 MS W/ Micro</td>
<td>1.5 lbs. / 100 S.F.</td>
<td>885</td>
<td>$1,177.00</td>
</tr>
<tr>
<td>October</td>
<td>8-0-12 -4 MS W/ Micro</td>
<td>1.5 lbs. / 100 S.F.</td>
<td>885</td>
<td>$1,177.00</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$3,531.00</td>
</tr>
</tbody>
</table>

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

### SPECIALTY PLANT MATERIALS

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>0-0-16 Palm Recovery</td>
<td>2 lbs. K/M2</td>
<td>180</td>
<td>$205.00</td>
</tr>
<tr>
<td>February</td>
<td>0-0-16 Palm Recovery</td>
<td>2 lbs. K/M2</td>
<td>180</td>
<td>$205.00</td>
</tr>
</tbody>
</table>

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control  (All labor and materials) $9,600.00
(if all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials) 1,008.00

$ __________ / Yr (based on quantities below)

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

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver Bismarck</td>
<td>3</td>
<td>12 / Palm------------------------------------------------------------------------------------------------</td>
<td>$7</td>
<td>$1,008.00</td>
</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $13,200.00 /Yr

Freeze Protection (description of ability) N/A

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

After hours emergency service hourly rate $75.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $58,022.00 /Yr (if both topdressings are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

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

532 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at $4.04 /CY (app. April)

And

532 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at $4.04 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3”
PART 6

Annual Installation  (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $2,25 /annual plant
3,375.00
$ ______ /rotation
10,125.00
$ ______ /Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page - This is what contract will be written for)

$ ______ /Yr (initial term)

186,000.00

FIRST ANNUAL RENEWAL  $ ______ /Yr

SECOND ANNUAL RENEWAL  $ ______ /Yr

Vision Landscapes

Contractor/Firm Name ____________________________

Firm Address ____________________________

11216 Tamiami Trail North, Suite 211

City/State/Zip ____________________________

Naples, FL 34110

Phone Number ____________________________  Fax Number ____________________________

(888) 502-2113          (888) 502-2113

Name and Title of Representative Scott J. Whorall

Representative’s Signature ____________________________  (Please Print)

Date ____________________________

01/20/2014

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

1.  2.  3.  4.  5.  

Dated this ____________________________ day of ____________________________, 2014

20th  January

58
Optional Services

*1*  Top Choice Application for Community Center
     2 lbs. / M²  *  70 lbs. / Application  *  2 Applications / Year
     $404.00 / Application
     $808.00 / Year for 2 Applications

*2*  Encroachment Recapture  $8,400.00
Irrigation Replacement Unit Pricing

Valves

- 2" Irritrol $123.00
- 1" Irritrol $27.00
- 1" Hunter PGV $27.00

Hunter PGP Rotor Heads

- 4" $21.95
- 6" $24.97
- 12" $41.95

Hunter 1800 Series Spray Heads

- 2" $3.55
- 4" $6.44
- 6" $9.39
- 12" $15.88

*Pricing does not include labor @ $55.00/hr.

11216 Tamiami Trail North, Suite 211
Naples, FL 34110
Our Management Team

Scott J. Whorrall – President / Owner

Scott Whorrall is a results driven turf-grass and landscape expert with a twenty year successful track record. He is passionate, conscientious and detail oriented with the highest of moral and ethical standards. Scott’s background and experiences encompass a broad spectrum of both Horticulture and Turf-grass Management talents and skills. Scott is a 1993 graduate of Lake City College in Lake City Florida, a college renowned for some of the country’s leading Landscape and Golf Course Management professionals. Originally, from outside of Chicago, he has been a Florida resident for the past twenty years. Scott has been an integral part of the development, construction and management of four golf courses, two master planned communities along with exclusive clubhouse lawns and gardens.

Before Vision Landscapes, Scott was the Director of Golf Course and Grounds Operations at the exclusive Mediterra in North Naples for twelve years. He was hired during the infancy of the project and went on to oversee and manage the building of both golf courses, their exquisite clubhouse landscaping, their salt tolerant landscape of their Beach Club on the Gulf of Mexico and over sixty five acres of common area parks, arbors, fountains and landscape.

Not interested in keeping with the standard “norm” of many Landscape Companies, he caters to individuals and organizations who want their properties to distinguish themselves from others.

- 1993 Graduate from Lake City College majoring in Golf Course and Landscape Operations
- Best Management Practices Certification (BMP)
- Certified Golf Course Superintendent 2004-2012

11216 Tamiami Trail North, Suite 211
Naples, FL 34110
Bob Burns – General Manager

Bob has fifteen years as a golf course and grounds maintenance superintendent at private and semi-private communities in South Florida. With many years of directing and participating in renovation, which included turf, landscape and irrigation installations, he is a true asset to the horticultural industry and Vision Landscapes. These skills and knowledge were perfected in Miami at the Miccosukee Golf and Country Club.

- 1993 Graduate from Lake City College majoring in Golf Course and Landscape Operations
- Best Management Practices Certification (BMP)
- Certified Commercial Pesticide Applicator
- Certified Pest Control Operator
- Certified Arborist through International Society of Arboriculture

Juan Calixto – Client Service Manager

Juan Calixto has been working in Florida for the past 12 years as a Landscape Superintendent. Recently he worked for the owner of Vision Landscapes Scott Whorrall in that capacity for nine years at the Mediterra Club in North Naples. There Juan was responsible for over 130 acres of intensive landscape material, twelve thousand flowering bedding plants, the extensive clubhouse plantings and the landscape of the Mediterra Beach Club on the Gulf of Mexico.

Prior to working with Scott at Mediterra Juan worked for Sierra View Landscaping in Palm Springs California as a project manager and account manager for several large commercial properties.

Before leaving California for Southwest Florida Juan worked as an account manager for Valley Crest Landscaping where he was based out of San Bernardino California. There he managed both large commercial accounts along with several high end residential properties in the San Bernardino Valley.

Juan has an exceptional eye for detail, excellent communication skills and a passion for landscape management. Juan is also Best Management Practice Certified.

- Best Management Practices Certification (BMP)
Paul Barbush – Irrigation Manager

Paul Barbush brings over ten years of comprehensive knowledge and experience of the installation, maintenance, and repair of various irrigation systems to our irrigation department. Throughout his years as an irrigation technician, he has worked on all types of irrigation systems from commercial to large residential complexes. Paul genuinely enjoys working outdoors and maintaining the systems that nourish and beautify plant-life.

Michael Webster – Landscape and Irrigation Installation Manager

Michael Webster is an accomplished irrigation and horticultural manager who brings more than 16 years of experience to Vision Landscapes. He is proficient in all aspects of landscape and irrigation installations for small and large scale properties in residential and commercial settings. His impeccable eye for detail, design and efficiency will bring a mural of outdoor beauty beyond all others in every project in his capable hands. Some admirable experience that comes with Michael is from his past projects with Disney at Animal Kingdom and Sea World's Journey to Atlantis.

➢ OSHA Certified
➢ Construction Safety and Health Certification
➢ American Society of Sanitary Engineering Certification
➢ Maxicom Certified (Rain Bird)
➢ Osmae Certified (Toro)
➢ Hunter 2 Wire Certified
References

Verandah Community Association – Paul Martin * (239) 694-4229

- Twenty six acres of landscape consisting of five miles of roadsides and medians, a
golf course clubhouse, and a welcome center
- Seven (7) full time employees are on site all week

River Hall CDD – Tyree Brown, River Hall CDD Operations Manager * (813) 468-0251

- Over one (1) mile of landscaped roadsides and medians, grassed lake banks

Triple Creek – Tyree Brown, River Hall CDD Operations Manager * (813) 468-0251

- Over one (1) mile of landscaped roadsides and medians, grassed lake banks

Belmont CDD – Scott Smith, Belmont CDD Operations Manager * (813) 933-5571

- Over one (1) mile of landscaped roadsides and medians, grassed lake banks

River Hall HOA – Christine Eggleston, Assistant Community Manager (Melrose
Management Partnership) * (239) 425-2041

- Seventy three single family homes

Tavira at Bonita Bay – Dottie Sugarman, General Manager * (239) 498-6656

- Exclusive high rise condominium

11216 Tamiami Trail North, Suite 211
Naples, FL 34110
Vehicle and Equipment Asset List

Maintenance

2000  Kawasaki Mule 300
2001  Ford Ranger
2001  Wells Cargo Trailer 18’ Enclosed
2003  Express Trailer 18’ Enclosed
2004  Mitsubishi Fuso FE639
2004  Mitsubishi Fuso FE639
2004  Club Car Carry All
2005  Exmark Riding Mower 60” Model: L2229KA606
2005  Walk Behind Reel Mower 21”
2005  Toro Rotary Mower 72”
2006  Forest River Continental Cargo Trailer 26’
2007  Ford LCF 550
2007  Loudo LD-6-10 Trailer 6.5' X 10'
2007  Ford LCF Spray Truck
2010  Exmark Riding Mower 60” Model: L2729KA606
2011  Toro Grandstand Mower 52”
2012  Ford F350 4X2 Crew Cab
2012   Exmark Vantage 36” Mower  
2012   Exmark Vantage 52” Mower  
2012   Exmark 21” Walk Mower  
2012   Exmark 21” Walk Mower  
2013   Ford Transit Connect XL Cargo Van  
2013   SGC Trailer 20’ Enclosed  
2013   John Deere Quicktrak 661R Mower  
2013   John Deere Quicktrak 661R Mower  
2013   John Deere Z950R Commercial Ztrak Mower 72”

**Installation**

1983   INTS Trailer Deck Over 24’  
2000   Ford F350  
2006   Ford F450 Super Duty Flatbed  
2008   New Holland Skid Steer LT 190 B  
2012   John Deere XUV 550 S4M G7Y Gator  
2013   HMDE 16’ Open Trailer  
       Brower Sod Roller Wt: 23.508  
       Blue Bird Sod Cutter
Vision Landscapes  
Profit & Loss  

January - December 2013

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<th>Income</th>
<th>Total</th>
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<td>142,283.54</td>
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<td>Cost of Labor - COS</td>
<td>597,297.18</td>
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<tr>
<td>Materials &amp; Supplies</td>
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<td>Subcontractors - COS</td>
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<td>Disposal Fees</td>
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<td>Email Expense</td>
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<td>Employee Loan</td>
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<td>Fertilizer</td>
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<td>Ford Truck payment</td>
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<td>Irrigation supplies</td>
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<td>Legal &amp; Professional Fees</td>
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<td>Non Capital Equipment</td>
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<td>Other General and Admin Expenses</td>
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<td>Owner Capital Reimbursement</td>
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<td>Pesticides</td>
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<td><strong>Other Expenses</strong></td>
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<tr>
<td>Miscellaneous</td>
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Monday, Jan 13, 2014 11:09:06 AM PST GMT-5 - Accrual Basis

https://qbo.intuit.com/c36v069.154/999805684/reports/execute?rptId=999805684-PANDL-view=1389629204874&model=true
## Vision Landscapes
### Balance Sheet
#### As of August 31, 2013

### ASSETS

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<th>Current Assets</th>
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| Long Term Assets                       |             |
| Equipment                               | $345,477.00 |
| Less: Accumulated Depreciation         | ($31,729.00)|
| Total Long Term Assets                 | $313,748.00 |

### TOTAL ASSETS

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<tr>
<th></th>
<th>Total</th>
</tr>
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<tbody>
<tr>
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<td>$15,067.00</td>
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### LIABILITIES AND EQUITY

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<td>Wells Fargo Business Line of Credit</td>
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### EQUITY

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Five County Insurance Agency
14120 Metropolis Avenue
Fort Myers, FL 33912
Michael G. Dannenhauer

CONTACT
NAME: 
PHONE: 
EMAIL: 
ADDRESS: 

INSURER(S) AFFORDING COVERAGE
INSURER A: Old Dominion Ins Co/MA Group
NAIC #: 40231
INSURER B: Transportation Ins.CNA-CAM
NAIC #: 20494

INSURED
Vision Landscape Svs of FL LLC
11216 Tamiami Trail N #211
Naples, FL 34110

COVERAGES:

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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<th>TYPE OF INSURANCE</th>
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<th>POLICY EFFECTIVE</th>
<th>POLICY EXPIRATION</th>
<th>LIMITS</th>
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<td>GENERAL LIABILITY</td>
<td>A COMMERCIAL GENERAL LIABILITY</td>
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<td>08/01/2014</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*************** FOR INFORMATION/BIDDING/EVIDENCE ONLY ***************

CERTIFICATE HOLDER
VISION LANDSCAPE SERVICES OF FLORIDA LLC DBA VISION LANDSCAPES
11216 N TAMIAI TRAIL SUITE 21
NAPLES, FL 34110

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The Vision landscape team has the knowledge and experience that you deserve from your landscape professionals. Their attention to detail and customer service will exceed your expectations. From creative outdoor designs, renovations to managing every detail of your landscaping project... it is time to choose a company that works with you to create and maintain your perfect vision.
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PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: February 3, 2014
Due Date / Time: February 17, 2014 at 4:00 P.M.
PROJECT MANUAL
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INVITATION FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Friday February 7, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203. Firms desiring to submit proposals must submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this invitation for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday February 7, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this IFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at tbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Friday February 14, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and eight (8) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO INVITATION FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOS " on the face of it.

SECTION 9 MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure
to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

**SECTION 12. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

**SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM.** Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

**SECTION 14. CHANGES/MODIFICATIONS.** The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 15. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured’s, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

**SECTION 16. INDEMNIFICATION.** The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker’s compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Invitation for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District’s decision as applicable, and must be filed at 3434 Cobwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District’s operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier’s check or such other form of surety as the District’s counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the
protestor; however, if, after completion of a formal protest hearing in which the District prevails,
the bond shall be applied to payment of the costs and attorney fees incurred by the District
relative to the protest. The entire amount of the bond shall be forfeited if the District determines
that a protest was filed for a frivolous or improper purpose, including, but not limited to, the
purpose of harassing, causing unnecessary delay, or causing needless cost for the District or
other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the
criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal
Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date
of proposal opening for the purposes of reviewing the proposals and investigating the
qualifications of the Proposers, prior to executing a contract agreement. During this time, all
provisions of the submitted proposal must be in effect, including pricing. The District may visit
the Proposer’s facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/ Cone of Silence. The black out period is defined
as between the time the Request for Proposals is issued and the time the respective Boards award
the contract. During this black out period, any attempt to influence the thinking of staff or
officials related to a solicitation for goods or services, in person, by mail, by facsimile, by
telephone, by electronic mail, or by any other means of communication, will result in
disqualification of their award and/or contract. This does not apply to pre-solicitation
conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied
forms with all blank spaces completed. Proposers shall also sign the required forms. Each line
item shall be clearly stated and cover all charges including incidental expenses, applicable taxes,
insurance, overhead and profit. Proposers will not be allowed to make any substitutions in
materials, quantities or frequencies during the proposal process. Proposers shall guarantee that
their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes
of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to
gender shall be construed to include all genders, firms, partnerships and corporations.
References in the singular shall be construed to include the plural and references in the plural
shall be construed to include the singular. Any reference to the “District” shall be construed to
refer to the Tara Community Development District and the District shall be the legislative
authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and
conditions included with the proposal response shall be evaluated or considered and any and all
such additional terms and conditions shall have no force and effect and are inapplicable to the
proposal. If submitted either purposefully through intent or design or inadvertently appearing
separately in transmitting letters, specifications, literature, price lists or warranties, it is
understood and agreed the general and special conditions in this solicitation are the only
conditions applicable to this proposal and the Proposer’s authorized signature affixed to the
proposal attests to this.
TARA
COMMUNITY DEVELOPMENT DISTRICT

INVITATION FOR PROPOSAL
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

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| 1.     | **Completeness of Proposal**  
         Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.  | 5      |
| 2.     | **Experience**  
         Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.  | 20     |
| 3.     | **Qualifications of Key Personnel**  
         Qualifications of staff, adequacy of labor commitment, training programs for staff.  | 15     |
| 4.     | **Machinery, Equipment, and Manpower**  
         Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.  | 20     |
| 5.     | **References**  
         Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.  | 10     |
| 6.     | **Cost**  
         Cost Proposal will be evaluated using the following formula:  
         \[(\text{Lowest Proposed Cost} / \text{Proposer’s Cost}) \times 30 = \text{Total Cost Points}\]  | 30     |
| Total  |                                                                                                                                                | 100    |
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday January 28, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before January 20, 2014 at 4:00 P.M. (EST)

TO: Tara Community Development District

FROM: Westcoast Landscape & Lawns, Inc.
(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

I, _______________ REPRESENTING _______________ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

   A. Annual Total $154,500

(Contract Total - Parts 1 thru 4 as well as the 5th Option Items from Exhibit "B" Proposal Form - Total of all Items)

NAME OF PROPOSER: Westcoast Landscape & Lawns

ADDRESS: 1500 15th Ave Drive E. Palmetto Fl 34224

PHONE: (941) 953-7733 FAX: (941) 344-6330

SIGNATURE: _______________

PRINTED NAME: _______________

TITLE: President

DATE: Jan 16th 2014
QUALIFICATION STATEMENT

TABLE OF CONTENTS

PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER’S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Westcoast Landscape & Lawns, Inc.
(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: [Company Name]
   - Westcoast Landscape & Lawns / A Partnership
   - A Corporation / A Subsidiary Corporation

2. Parent Company Name: 

3. Parent Company Address:
   - Street Address
   - P.O. Box (if any)
   - City State Zip Code
   - Telephone Fax no.
   - 1st Contact Name Title
   - 2nd Contact Name Title

4. Proposer Company Address (if different):
   - Street Address
   - P.O. Box (if any)
   - City State Zip Code
   - Telephone Fax no.
   - 1st Contact Name Title
   - 2nd Contact Name Title

5. List the location of the office from which the proposer would provide services to the District.
   - Street Address
   - City State Zip Code
   - Telephone Fax No.
   - 1st Contract Name Title
6. Is the Proposer incorporated in the State of Florida? Yes ☑ No ( )

6.1 If yes, provide the following:

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

If no, please explain ________________________________

- Date incorporated Nov. 9th 2004 Charter No. 20-1949697

6.2 If no, provide the following:

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

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

If no, please explain ________________________________

- Date incorporated __________________________ Charter No. __________________________

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

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

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

7.1 If yes, provide the following:

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

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

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<th>Contract Value</th>
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<td>$110,280</td>
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<td>$186,836</td>
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<td>$131,640</td>
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9. What are the Proposer's current insurance limits?

General Liability $2,000,000
Automobile Liability $1,000,000
Umbrella Coverage $3,000,000
Workers Compensation $1,000,000
Expiration Date 6/24/2014
Un 1/1/2016

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

The state(s) where barred or suspended N/A
State the period(s) of debarment or suspension N/A

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. N/A

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? N/A if so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. N/A
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

- Goodman Group - Robin Kalchak (925) 595-8003
- Citizens Mgmt - Cindy Wright (941) 504-3314
- Rizzette & Co. - Barbara Thomas (913) 994-1001
- Associa - Abby James (813) 672-1293
- Inland America - Sean Sampson (619) 315-6732

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

- Automation - Autoway's Locations (Corp. Restructure) Joe Petrillo (938) 268-7506
- PMS Services - Groves at Cohn's Landing (Under Bid) Susan Marino (727) 316-3215
- Associa - Victoria Palms (New Mgmt Company) Kirk Bliss (913) 953-6400

17. List irrigation technicians and include number of years of experience:

- John Comuntzis (Manager) 28 years
- Skip Wright 32 years
- John Turner 16 years

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Type of Work</th>
<th>Yrs. Experience</th>
<th>Yrs. With Firm</th>
</tr>
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<tbody>
<tr>
<td>John Schmitt</td>
<td>Coo</td>
<td>Operations Office</td>
<td>13 yrs</td>
<td>3 yrs</td>
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<tr>
<th>Name</th>
<th>Position</th>
<th>Type of Work</th>
<th>Yrs. Experience</th>
<th>Yrs. With Firm</th>
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<tr>
<td>Josh Harding</td>
<td>Turf &amp; Grass Mgmt</td>
<td>Fert. &amp; Pest</td>
<td>16 yrs</td>
<td>5 yrs</td>
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<tr>
<th>Name</th>
<th>Position</th>
<th>Type of Work</th>
<th>Yrs. Experience</th>
<th>Yrs. With Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Comuntzis</td>
<td>Irrigation Manager</td>
<td>Irrigation</td>
<td>28 yrs</td>
<td>3 1/2 yrs</td>
</tr>
</tbody>
</table>
The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer’s ability, standing, integrity, quality of performance, efficiency and general reputation.

Westcoast Landscape & Lawns Inc. By: [Signature]
Name of Proposer

This 16th day of January, 2014.

(Corporate Seal)

Sworn to before me this 16 day of January, 2014.

[Seal] Notary Public/Expiration Date
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<th>FOR PARENT COMPANY (if applicable)</th>
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<th>INDIVIDUAL'S RESIDENCE</th>
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<td>CITY, STATE</td>
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<th>CORPORATE RESPONSIBILITIES</th>
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<th>NAME FOR PROPOSER</th>
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<th>OR TITLE</th>
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<td>CEO</td>
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<tr>
<th>POSITION</th>
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<tbody>
<tr>
<td>CEO</td>
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</tbody>
</table>

Provide the following information for Officers of the Proposer and Parent Company, if any.

**Corporate Officers**

**Date:** January 16, 2019

**Company Name:** [Insert corporate name]
AFFIDAVIT FOR INDIVIDUAL

State of ______________________ ss:
County of ______________________

N/A

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

(Proposer must also sign here)

Sworn to before me this _____ day of ______________, 2014.

Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of ______________________ ss:

County of ____________________

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

__________________________________
(Signature of a General Partner is Required)

Sworn to before me this ______ day of ________________, 2014.

__________________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of Florida ss:

County of Pinellas

Joseph Ronalaf
PRESIDENT

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 10 day of January, 2014.

Notary Public/Expiration Date:

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by [Name of Entity Submitting Sworn Statement] whose business address is [Address].
   (Print Name of Entity Submitting Sworn Statement) whose business address is [Address].
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A)

3. My name is [Name] and my relationship to the entity named above is [Relationship].

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ________

Joseph Robinson who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)
space provided above on this 10 day of January 2014.

NOTARY PUBLIC

My commission expires: 4/17/17
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between _______________________, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ________________, and Westcoast Landscape & Hauling Inc (hereinafter referred to as "Contractor") located at 3886 76th Ave Pinellas Park Fl 33781.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit “A” (hereinafter referred to as the “Contract Work”). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit “B”. A site map of the District is attached hereto as Exhibit “C”. In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".
While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM: TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of $154,500 per year as detailed in Exhibit "B", payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than 15 days after the Notice to Proceed is filed.

V. CONTRACTOR’S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property
affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor’s insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers’ Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers’ Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.
On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

**X. ATTORNEY'S FEES**

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

**XI. MISCELLANEOUS**

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

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District’s successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner: Tara Community Development District

Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: 

Its: Si Reynolds Pres

(Title of Authorized Representative)

Date: Jan 16th 2014

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: __________________________

__________________________, Chairman

Date: ________________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

- MARCH 1 – NOVEMBER 1 – Once a week
- NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

**Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

**Palms:** All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.** NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. It is the Contractor’s responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements. Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHOROUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

All Bahia Areas: (Make adjustments as necessary per ordinance)

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + Pre M</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>June</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>October</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
</tbody>
</table>

All St. Augustine Sod: (Make adjustments as necessary per ordinance)

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
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</tr>
<tr>
<td>May</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>July</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>September</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>November</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
</tbody>
</table>

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients **per 100 SF of palm canopy** up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.
Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.
If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

*Pest Control shall be included in the Contract Amount.*
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly. Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4” pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS

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

PART 1

General Landscape Maintenance

$129,300 00 Yr

- Storm Cleanup $45 00/hr (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Instillation of Frost Cloth, Winter Freeze

$55 00/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
  $45 00/hr for employee with hand-held hose
  $150 00/hr for water truck/tanker

PART 2

Fertilization (All labor and materials)

$9,720 00 Yr

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

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb</td>
<td>24-0-12</td>
<td>1 lb.</td>
<td>420</td>
<td>$40 00</td>
</tr>
<tr>
<td>April</td>
<td>24-0-12</td>
<td>1 lb.</td>
<td>420</td>
<td>$40 00</td>
</tr>
<tr>
<td>June</td>
<td>Blackout</td>
<td>1 lb.</td>
<td>420</td>
<td>$40 00</td>
</tr>
<tr>
<td>Oct</td>
<td>22-0-11</td>
<td>1 lb.</td>
<td>420</td>
<td>$40 00</td>
</tr>
<tr>
<td>MONTH</td>
<td>FORMULA</td>
<td>APPLICATION RATE (LBS. N/1000 SF)</td>
<td>TOTAL POUNDS PRODUCT TO BE APPLIED</td>
<td>COST PER APPLICATION</td>
</tr>
<tr>
<td>-------</td>
<td>---------</td>
<td>----------------------------------</td>
<td>-----------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Feb</td>
<td>24-0-12</td>
<td>1.5 lbs</td>
<td>420</td>
<td>1.140</td>
</tr>
<tr>
<td>April</td>
<td>24-0-12</td>
<td>1.5 lbs</td>
<td>840</td>
<td>1.140</td>
</tr>
<tr>
<td>May</td>
<td>22-0-11</td>
<td>1.5 lbs</td>
<td>1260</td>
<td>1.140</td>
</tr>
<tr>
<td>July</td>
<td>Blackout</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sept.</td>
<td>Blackout</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov.</td>
<td>22-0-11</td>
<td>1.5 lbs</td>
<td>840</td>
<td>1.140</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-0-10</td>
<td>10 lbs</td>
<td>560</td>
<td>6.3000</td>
</tr>
<tr>
<td>Sept.</td>
<td>8-0-10</td>
<td>10 lbs</td>
<td>560</td>
<td>6.3000</td>
</tr>
<tr>
<td>Oct.</td>
<td>8-0-10</td>
<td>10 lbs</td>
<td>560</td>
<td>6.3000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb</td>
<td>8-0-12</td>
<td>1.5 per 100 canopy</td>
<td>120 lbs</td>
<td>250.00</td>
</tr>
<tr>
<td>May</td>
<td>8-0-12</td>
<td>1.5 per 100 canopy</td>
<td>120 lbs</td>
<td>250.00</td>
</tr>
<tr>
<td>Oct</td>
<td>8-0-12</td>
<td>1.5 per 100 canopy</td>
<td>120 lbs</td>
<td>250.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control (All labor and materials) $4,450 Yr
(if all pesticide allowance is required)*

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

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

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

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $11,040.00 /Yr

Freeze Protection (description of ability) Freeze Cloth Install

$45.00/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $25.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $28,000 /Yr (if both topdressings are performed)

(Do not include in Grand Total)

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

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

400 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at $40.00/CY (app. April)

And

300 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at $40.00/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3”
PART 6

Annual Installation  (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $240.00/annual plant

$ 3600.00 /rotation

$ 10,800.00 /Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the Ave (5) Optional Areas listed on next page. This is what contract will be written for)

$ 154,900.00 /Yr (initial term)

FIRST ANNUAL RENEWAL

$ NO INCREASE /Yr

SECOND ANNUAL RENEWAL

$ NO INCREASE /Yr

Contractor/Firm Name: Westcoast Landscape & Lawns

Firm Address: 3880 16th Ave

City/State/Zip: Pineelas Park FL 33181

Phone Number: (727) 585-0694  Fax Number: (727) 544-6330

Name and Title of Representative: Joe Ronillof  Pres. (Please Print)

Representative’s Signature:__________________________

Date: Jan 16th, 2014

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

1. __________________ 2. __________________ 3. __________________ 4. __________________ 5. __________________

Dated this __________________ day of __________________, 2014

58
[END OF SECTION]
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS
BID FORM

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

ADDENDUM # 1

PART 1. 9). ENCROACHMENT RECAPTURE

$19,500 /Yr. (amount based on scope). The CDD reserves the right to subcontract out any and all Encroachment Recapture.

PART 3. PEST CONTROL

Top Choice $59.50 /Yr. (Amount based on scope). The CDD reserves the right to subcontract out any and all Top Choice applications.

Date: 02-07-2014
Certifications & Licenses
This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

Employers may not use E-Verify to prescibe to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9.

In order to determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo screening tool to match a photograph appearing on some permanent resident and employment authorization cards with the official U.S. Citizenship and Immigration Services' photograph.

We believe that your employer has limited its responsibilities under this program or has discriminated against you during the verification process upon your national origin or gender (Office of Special Counsel at 1-800-237-2515).

For more information on E-Verify, please contact DHS at 1-866-464-4210.
AUTHORIZATION FOR BACKGROUND INVESTIGATION

To Whom It May Concern:

I, ______________________________________, hereby authorize Westcoast Landscape & Lawns, Inc. and/or its agents to make an independent investigation of my background, which may include my character, general reputation, personal characteristics, and mode of living in connection with an application of employment with

The Scope of the report may include information concerning my driving record, civil and criminal court records, credit, worker’s compensation record, education, credentials, identity, past addresses, social security number, previous employment and personal references.

I authorize and request any present or former employer, state/federal government office, state department of motor vehicles, credit bureaus, school, police department, court records, including those maintained by both public and private organizations, financial institution or other persons having personal knowledge about me to furnish Westcoast Landscape & Lawns, Inc. with any and all information in their possession regarding me for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for employment. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorization request.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge:

Print Full Name:

Print Maiden Name or Other Names Used:

Present Address:

City: State: Zip Code:

Date of Birth (for I.D. purposes only):

Social Security Number:

Driver’s License Number: State of Issue:

Westcoast Landscape & Lawns, Inc. will need to contact you if additional information is needed to process your Background Investigation. Please provide a telephone/cell phone number where we may contact you.

Phone: ( ) _________ - _________ Cell: ( ) _________ - _________

If you would like to receive a free copy of your background information obtained by Westcoast Landscape & Lawns, Inc., please indicate by checking the following box: Yes (Please send me a copy of my Background Report)

Signature: ____________________________ Date: ____________________
Drug-Free Workplace Policy
Prepared by: Westcoast Landscape & Lawns, Inc

Westcoast Landscape & Lawns Inc recognizes that our employees are our most valuable asset, and the most important contributors to our continued growth and success. We are firmly committed to the safety of our employees. The Company will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

To further this goal, our Company has developed a Drug-Free Workplace Policy effective January 1, 2010. The program will consist of four components: Post-Offer Drug/Alcohol Screen, Reasonable Cause Drug/Alcohol Screen, Post-Incident Drug/Alcohol Screen and Follow-up Testing to an Employee Assistance Program or Drug Treatment Program. This policy applies to all candidates for employment as well as all current employee. This policy also serves to reinforce the Company’s intolerance for illegal drug use and working under the influence of alcohol. This policy is implemented pursuant to the Drug-Free Workplace Policy requirements under Florida Statute 440.102.

Should an employee recognize they have a drug or alcohol abuse problem, they may contact Drug/Alcohol Assistance Providers in our area. A listing of local agencies/programs can be found on the company bulletin board located at 3880 76th Ave, N. Suite C Pinellas Park, Fl 33781. It is up to the employee to contact the provider and enter a treatment program.

Post-Offer Testing
Our Company believes accident prevention and a safe work environment begin with hiring. As such, we have contracted with a certified medical testing laboratory to conduct applicable testing. Employment is conditional upon pending results of the Drug/Alcohol Screen.

Procedure
Any applicant the Company hires will be directed to the clinic, at Company expense, to undergo a Post-Offer Drug/Alcohol Screen. The clinic will release the results to the Human Resources Manager, who in turn will notify the candidate of the results.

The test will consist of a breath alcohol test, along with a urine analysis test for the non-prescribed illegal substances listed in Exhibit A below.

Consequence
In the event the results of the drug test are positive, the Medical Review Officer (MRO), of Elite Services, will review the report and contact the applicant to determine if any extenuating circumstances, relevant at the time of the test, could have resulted in a false positive. Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test are listed in Exhibit B. The MRO will determine if the applicant will be re-tested. If any applicant tests positive with a blood alcohol level exceeding .02 or any non-prescribed illegal substance listed in Exhibit A, our Company will withdraw its offer of employment. If any applicant refuses to submit to the tests, our Company will also withdraw its offer. Employees have the right to consult with the MRO for information related to medication and drug testing.
State of Florida

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

PEST CONTROL LICENSE

Number: JB158908

WESTCOAST LANDSCAPE & LAWNS INC
3880 76TH AVE N, PINELLAS PARK, FL 33781

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending May 31, 2008 as prescribed by Law.

Charles H. Bronson
Commissioner of Agriculture

Issue Date: May 2, 2008
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

WESTCOAST LANDSCAPE & LAWNS INC
3880 76TH AVE N
PEST CONTROL FIRM
JB 15988
HAS PASSE THE FEI REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPRESS May 31, 2014
Signature

Walter Card - Seal Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
315 CORNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32301-1890

Date August 16, 2013
Expiration May 31, 2014

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD AT

LAW AND ORNAMENTAL

PINELLA PARK, FL 33781
P.O. BOX 5648
CLEARWATER, FL 33758

ARHA M. PIR适量, COMMISSIONER

City of Clearwater
CITY OF PALMETTO
State of Florida
LOCAL BUSINESS TAX RECEIPT

Receipt Valid To: September 30, 2012
Issue Date: September 12, 2012

Receipt# 12-03807

This BUSINESS TAX RECEIPT is issued under the provisions of Ordinance 08-960, AN ORDINANCE IMPOSING A LICENSE TAX FOR BUSINESSES OPERATING WITHIN THE CITY OF PALMETTO BOUNDARIES.

CONTRACTOR OR SUB LANDSCAPING

Business Name/Address
WESTCOAST LANDSCAPE & LAWNS
PO BOX 5648
CLEARWATER FL 33758

CONTRACTOR OR SUB LAWN AND GAR

Business Tax Receipt Issued to:
WESTCOAST LANDSCAPE & LAWNS
1500 15TH AVE DR E #107
PALMETTO FL 34221

NOTE: POST IN A CONSPICUOUS PLACE.
Florida Department of Agriculture and Consumer Services
Division of Marketing and Development
Mayo Building M-38
Tallahassee, Florida 32308

Business Mailing Address:
WESTCOAST LANDSCAPE & LAWNS, INC.
DBA: WESTCOAST LANDSCAPE & LAWNS, INC.
PO BOX 5948
CLEARWATER, FL 33758-5948

Location Address:
WESTCOAST LANDSCAPE & LAWNS, INC.
3880 76TH AVE N
PINELLS PARK, FL 33781-3637

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

State of Florida
Department of Agriculture and Consumer Services
Division of Marketing and Development/Bureau of License and Bond
850-488-4101
Tallahassee, Florida

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

License # 118694 - 3
WESTCOAST LANDSCAPE & LAWNS, INC.
DBA: WESTCOAST LANDSCAPE & LAWNS, INC.
3880 76TH AVE N
PINELLS PARK, FL 33781-3637

Commodity Code: 1
Bonding Company: SURETEC INSURANCE COMPANY
Bond Amount: $50,000

Field Representatives: MARK MORITZ

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

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

has successfully met all requirements necessary to be fully trained through the Landscape Maintenance Best Management Practices program developed by Pinellas County with the University of Florida Institute of Food and Agricultural Sciences.

A. Rivera
Instructor

5/12/2011
Date of Class

Not valid without seal

Kelli Fanning Long
Program Administrator
State of Florida
Department of State

I certify from the records of this office that WESTCOAST LANDSCAPE & LAWNS, INC. is a corporation organized under the laws of the State of Florida, filed on November 8, 2004, effective November 8, 2004.

The document number of this corporation is P04000152837.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 12, 2012, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fourteenth day of April, 2012

[Signature]
Secretary of State

Authentication ID: 400228910694-041412-P04000152837
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html
Certificate

Charles R. Johnson

answered correctly 19 out of 20 questions, achieving a passing score on the test covering Harmful Effects and Emergancy Response, and fully understand the principles explained in this tutorial.

Supervisor: ____________________
Date: ____________
TAMPA AREA SAFETY COUNCIL
813-248-1567
This is to certify that

Alfonso Lara
has satisfactorily completed the
Maintenance of Traffic Intermediate
Level Training Course

FASC Provider No. 125
Date Completed 1/27/2012
Expiration Date 1/27/2016

Kurt Dansereau
Instructor
References
<table>
<thead>
<tr>
<th>Property Management</th>
<th>Address</th>
<th>Contact Name</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summerfield Master Assoc.</td>
<td>13011 Summerfield Blvd, Riverview, FL</td>
<td>Abby James</td>
<td>813-672-1393</td>
</tr>
<tr>
<td>Contract start date: 7/1/2011 (current)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rivers Reach at Waters Edge CDD</td>
<td>16512 Rivers Reach Blvd, Parrish, FL</td>
<td>Cindy Wright</td>
<td>941-504-3314</td>
</tr>
<tr>
<td>Contract start date: 5/1/2013 (current)</td>
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</tr>
<tr>
<td>Waters Edge Rizzetta &amp; Co.</td>
<td>Moon Lake Rd &amp; Belle Haven Dr. New Port Richey, FL</td>
<td>Lorraine Thomas</td>
<td>(813) 933-5571</td>
</tr>
<tr>
<td>Contract start date: 10/1/2012 (current)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Harborage CDD Citizens Mgmt.</td>
<td>53rd Avenue &amp; Natalie Way East, Bradenton FL</td>
<td>Cindy Wright</td>
<td>941-504-3314</td>
</tr>
<tr>
<td>Contract start date: 10/1/2012 (current)</td>
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<td></td>
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</tr>
<tr>
<td>Inn on the Beach Lighthouse</td>
<td>220 Sands Pointe Rd Longboat Key, FL</td>
<td>John Couls</td>
<td>941-730-8424</td>
</tr>
<tr>
<td>Contract start date: 12/1/2009 (current)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Key Vista CDD Melrose Mgmt.</td>
<td>2530 Key Vista Rd, Holiday FL</td>
<td>Rocco Lervasi</td>
<td>727-787-3461</td>
</tr>
<tr>
<td>Contract start date: 1/1/2012 (current)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakleaf 1,2,3,4 Rizzetta &amp; Co.</td>
<td>3725 70th Ave. E, Ellenton FL</td>
<td>Lorraine Thomas</td>
<td>(813) 933-5571</td>
</tr>
<tr>
<td>Contract start date: 3/1/2013 (current)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boca Royale CDD Citizens Mgmt.</td>
<td>1601 Englewood Rd. Englewood FL</td>
<td>Cindy Wright</td>
<td>941-504-3314</td>
</tr>
<tr>
<td>Contract start date: 4/1/2013 (current)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wyndtree Master Assoc.</td>
<td>Seven Springs Blvd. New Port Richey, FL</td>
<td>Jerry Gordon</td>
<td>(727) 243-3665</td>
</tr>
<tr>
<td>Contract start date: 1/1/2010 (current)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Country Walk CDD Rizzetta &amp; Co.</td>
<td>30400 Country Point Blvd. Wesley Chapel, FL</td>
<td>Scott Smith</td>
<td>(813) 933-5571</td>
</tr>
<tr>
<td>Contract start date: 6/1/2013 (current)</td>
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Company Financials
Westcoast Landscape & Lawns, Inc.
Balance Sheets
As of December 31, 2013

<table>
<thead>
<tr>
<th></th>
<th>Dec 31, 13</th>
<th>Dec 31, 12</th>
<th>$ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Assets</strong></td>
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</tr>
<tr>
<td>Checking/Savings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1010 · Synovus Checking #8686</td>
<td>149,795.10</td>
<td>206,257.41</td>
<td>-56,462.31</td>
</tr>
<tr>
<td>1011 · Synovus (Payroll) #2534</td>
<td>62,730.44</td>
<td>6,242.56</td>
<td>56,487.88</td>
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<tr>
<td>Total Checking/Savings</td>
<td>212,525.54</td>
<td>212,499.97</td>
<td>25.57</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1200 · Accounts Receivable</td>
<td>200,455.99</td>
<td>172,683.99</td>
<td>27,772.00</td>
</tr>
<tr>
<td>Total Accounts Receivable</td>
<td>200,455.99</td>
<td>172,683.99</td>
<td>27,772.00</td>
</tr>
<tr>
<td><strong>Other Current Assets</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1600 · Prepaid Licenses</td>
<td>4,000.00</td>
<td>0.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>1009 · Petty Cash</td>
<td>7,230.17</td>
<td>2.83</td>
<td>7,227.34</td>
</tr>
<tr>
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<td>2,629.10</td>
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<td>0.00</td>
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<tr>
<td>1310 · Employee Advances</td>
<td>291.28</td>
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<td>0.00</td>
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<tr>
<td>1330 · Prepaid Insurance</td>
<td>9,889.02</td>
<td>4,054.95</td>
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<td>1340 · Fuel Tax Credit Receivable</td>
<td>0.00</td>
<td>5,473.00</td>
<td>-5,473.00</td>
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<td>1738 · Irrigation Equipment</td>
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<td>1740 · Office Equipment</td>
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**LIABILITIES & EQUITY**

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<th>$ Change</th>
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Westcoast Landscape & Lawns, Inc.
Balance Sheets
As of December 31, 2013

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<td>2519 · Ally 2012 F-150 Joe #54</td>
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<td>3050 · S-Corp Distribution</td>
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<tr>
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<td>3611 · Distrib- Kerrie Harbord</td>
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<td>1,321,446.48</td>
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Page 2
See Accountants' Compilation Report
Irrigation Cost List
## IRRIGATION PRICE SHEET 2014

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<tr>
<th>PART DESCRIPTION</th>
<th>PART NUMBER</th>
<th>QUANTITY ORDERED</th>
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### LABOR CHARGES

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<td>Lead Tech</td>
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<td>Agricultural</td>
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### SERVICE CALLS

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<td>Hills</td>
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SERVICE CALLS INCLUDE FIRST 1/2 HOUR ON SITE

| TRACKER FEE | $75.00 |

### HEADS & NOZZLES

**PRICE PER SPRAY/ROTOR INCLUDES NOZZLE, NIPPLE, FLEX PIPE AND FITTINGS**

AS NEEDED — LABOR NOT INCLUDED

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<td>RB 1806 6&quot; Spray</td>
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<td>RB 1812 12&quot; Spray</td>
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<tr>
<td>hunter pro c module</td>
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<td>RID O RUST spray on</td>
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<tr>
<td>9 Volt battery</td>
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**Fittings**

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<tr>
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<td>1</td>
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## PVC PIPE / THINWALL

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<td>1'</td>
<td>$0.27</td>
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<tr>
<td>3/4&quot;</td>
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<td>$0.32</td>
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<td>1'</td>
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</tr>
<tr>
<td>1 1/2&quot;</td>
<td>1'</td>
<td>$0.80</td>
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<tr>
<td>2&quot;</td>
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<tr>
<td>1/2&quot; Flex Pipe</td>
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<td>1&quot; Flex Pipe</td>
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## SCHEDULE 40

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<td>1&quot;</td>
<td>1'</td>
<td>$0.87</td>
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<tr>
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<tr>
<td>4&quot;</td>
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<td>$4.62</td>
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2" Reclaimed purple 200 PSI pipe

## Pumps & Pump parts

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<tr>
<th>Description</th>
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<tr>
<td>3 HP Sta-Rite pump</td>
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<td>5 HP 230 volt three phase sub motor</td>
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<tr>
<td>5 HP 90 GPM sub pump</td>
<td>$504</td>
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<tr>
<td>14 to 12 gauge hear shrink kits</td>
<td>$2.75</td>
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<tr>
<td>4&quot; x 2&quot; well seal</td>
<td>$17.83</td>
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<tr>
<td>21&quot; of 2&quot;galvanized drop pipe 2.43 per FT</td>
<td>$59.83</td>
<td>21'</td>
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<tr>
<td>2&quot; brass check valve</td>
<td>$52.59</td>
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<tr>
<td>2&quot; Cycle Stop Valve Coast Pump</td>
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</tr>
<tr>
<td>1 1/2 HP Sta Rite pump</td>
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<tr>
<td>5 HP Franklin deluxe pump starter box</td>
<td>$198.14</td>
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TARA

COMMUNITY DEVELOPMENT DISTRICT

EXTERIOR LANDSCAPE AND IRRIGATION

MAINTENANCE SERVICES

PROPOSAL

SUBMITTED BY:

Florida Landscape consultants, Inc.

8501 Sunstate Street

Tampa, Florida 33634

2-14-2014
Tyree Brown
District Management Representative
Tara Community Development District
Manatee County
Bradenton, Florida 34203

February 14, 2014

RE: Tara Community Development District

Dear Tyree,

Thank you for the opportunity to propose our Landscape Management Services at Tara. I am confident our service organization will exceed your expectations and those of the Board of Directors, should we be fortunate enough to be awarded the job.

The enclosed proposal was developed based on our survey and inspection of the property, direction provided in the Project Manual and conversations at the pre-proposal meeting held on 2-7-2014. I hope our proposal will demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking its best.

While our proposal is formulated in strict compliance with the specifications outlined in the District supplied Project Manual, if strongly considered we would offer several recommendations and modifications that would significantly reduce the annual costs of landscape maintenance services to the district while still providing superior results and marked improvements in the condition and aesthetics of the property.

Florida Landscape Consultants, Inc. was founded in 1997 by me. I set the company up to work as an independent marketing consultant to Nanak’s Landscaping, Inc. following their purchase of a landscape maintenance company I owned at the time. Together we were very successful and built their Tampa Bay operations into the area’s premier full service landscape maintenance organization, with revenues in excess of $15,000,000.00 per year. In 2011 Nanak’s was purchased by a very large national company. That is when I gathered the management team I had worked with for the past 17 years and began to offer full service landscape management services to commercial clients throughout the Tampa Bay area.

We currently serve 70 commercial clients throughout Tampa Bay. While we do not currently serve any Community Development Districts, we are very experienced in the CDD segment of the commercial landscape market and we do serve some very large Homeowners Associations and Condominium Associations.

FLC 8501 Sunstate Street Tampa, Florida 33634 813-886-7755-Office  813-886-4386-Fax
As experienced Landscape Management partners, we understand how a well maintained landscape adds value to your property and contributes to your communities success. When you partner with FLC, you will have a team of professionals dedicated to the care and beauty of your landscape.

Our program includes weekly supervision of all crews and activities. We provide a qualified account management professional to visit the property each week while our crews are onsite. His responsibilities will include ongoing communications with the customer representative and stringent quality control to ensure all of our contractual obligations are being met and more importantly, all the customer expectations are surpassed. We also provide thorough documentation of all onsite services on an ongoing basis.

We are fully licensed and insured to provide all the services incorporated in our Landscape management proposal. All of our personnel are fully trained and provided professional uniforms that clearly identify them as FLC team members.

We would welcome an opportunity to meet onsite and review the proposal, our action plan and discuss any questions you may have.

Again, thank you for considering us as your landscape partner. Please don’t hesitate to call on me at (813-886-7755) if you have any questions or you would like to arrange an onsite interview.

Regards,

Mike

[Signature]

Mike Lancaster, President
Florida Landscape Consultants, Inc.
8501 Sunstate Street
Tampa, Florida 33634
PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: February 3, 2014
Due Date / Time: February 17, 2014 at 4:00 P.M.
# PROJECT MANUAL

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<td>Instructions to Proposers</td>
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<td>Evaluation Criteria</td>
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<td>Proposed Landscape Maintenance Agreement</td>
<td>27-38</td>
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<td>8</td>
<td>Exhibit &quot;A&quot; - Landscape Maintenance Scope and Specifications</td>
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<td>9</td>
<td>Exhibit &quot;B&quot; - Bid Form</td>
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INVITATION FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT

Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Friday February 7, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203. Firms desiring to submit proposals must submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this invitation for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday February 7, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this IFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at thbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parts recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Friday February 14, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and eight (8) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO INVITATION FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 9 MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure
to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 14. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured’s, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Invitation for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District’s decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District’s operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier’s check or such other form of surety as the District’s counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the
protestor; however, if, after completion of a formal protest hearing in which the District prevails,
the bond shall be applied to payment of the costs and attorney fees incurred by the District
relative to the protest. The entire amount of the bond shall be forfeited if the District determines
that a protest was filed for a frivolous or improper purpose, including, but not limited to, the
purpose of harassing, causing unnecessary delay, or causing needless cost for the District or
other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the
criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal
Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date
of proposal opening for the purposes of reviewing the proposals and investigating the
qualifications of the Proposers, prior to executing a contract agreement. During this time, all
provisions of the submitted proposal must be in effect, including pricing. The District may visit
the Proposer’s facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined
as between the time the Invitation for Proposals is issued and the time the respective Boards
award the contract. During this black out period, any attempt to influence the thinking of staff or
officials related to a solicitation for goods or services, in person, by mail, by facsimile, by
telephone, by electronic mail, or by any other means of communication, will result in
disqualification of their award and/or contract. This does not apply to pre-solicitation
conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied
forms with all blank spaces completed. Proposers shall also sign the required forms. Each line
item shall be clearly stated and cover all charges including incidental expenses, applicable taxes,
insurance, overhead and profit. Proposers will not be allowed to make any substitutions in
materials, quantities or frequencies during the proposal process. Proposers shall guarantee that
their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes
of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to
gender shall be construed to include all genders, firms, partnerships and corporations.
References in the singular shall be construed to include the plural and references in the plural
shall be construed to include the singular. Any reference to the “District” shall be construed to
refer to the Tara Community Development District and the District shall be the legislative
authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and
conditions included with the proposal response shall be evaluated or considered and any and all
such additional terms and conditions shall have no force and effect and are inapplicable to the
proposal. If submitted either purposefully through intent or design or inadvertently appearing
separately in transmitting letters, specifications, literature, price lists or warranties, it is
understood and agreed the general and special conditions in this solicitation are the only
conditions applicable to this proposal and the Proposer’s authorized signature affixed to the
proposal attests to this.
TARA
COMMUNITY DEVELOPMENT DISTRICT

INVITATION FOR PROPOSAL
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completeness of Proposal</td>
<td>Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.</td>
</tr>
<tr>
<td>2.</td>
<td>Experience</td>
<td>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</td>
</tr>
<tr>
<td>3.</td>
<td>Qualifications of Key Personnel</td>
<td>Qualifications of staff; adequacy of labor commitment, training programs for staff.</td>
</tr>
<tr>
<td>4.</td>
<td>Machinery, Equipment, and Manpower</td>
<td>Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.</td>
</tr>
<tr>
<td>5.</td>
<td>References</td>
<td>Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.</td>
</tr>
</tbody>
</table>
| 6.     | Cost | Cost Proposal will be evaluated using the following formula: 
(Lowest Proposed Cost / Proposer’s Cost) X 30 = Total Cost Points | 30 |

Total | 100 |
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday February 25, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:
TARA
COMMUNITY DEVELOPMENT DISTRICT
   c/o Tyree Brown, Operations Manager
on or before February 17, 2014 at 4:00 P.M. (EST)

TO:       Tara Community Development District
FROM:     Florida Landscape Consultants, Inc.
          (Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

I, Michael Lancaster representing Florida Landscape Consultants Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total $203,800.00

(Contract Total - Parts 1 thru 4)

NAME OF PROPOSER: Florida Landscape consultants, Inc.
ADDRESS: 8501 Sunstate Street Tampa, Florida 33634
PHONE: 813-886-7755 FAX: 813-886-4386
SIGNATURE: 
PRINTED NAME: Michael Lancaster
TITLE: President
DATE: 2-14-2014
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: Florida landscape Consultants, Inc. □ A Partnership
   [Company Name] □ A Corporation
   □ A Subsidiary Corporation

2. Parent Company Name: Same

3. Parent Company Address:
   Street Address 8501 Sunstate Street
   P.O. Box (if any) ________________________________
   City Tampa State Florida Zip Code 33634
   Telephone 813-886-7755 Fax no. 813-886-4386
   1st Contact Name Michael Lancaster Title President
   2nd Contact Name Beau Bohanon Title V. President

4. Proposer Company Address (if different):
   Street Address ________________________________
   P. O. Box (if any) ________________________________
   City __________________ State ______________ Zip Code ______________
   Telephone __________________ Fax no. __________________
   1st Contact Name ______________________________ Title ______________
   2nd Contact Name ______________________________ Title ______________

5. List the location of the office from which the proposer would provide services to the District.
   Street Address 8501 Sunstate Street
   City Tampa State Florida Zip Code 33634
   Telephone 813-886-7755 Fax No. 813-886-4386
   1st Contact Name Michael Lancaster Title President
6. Is the Proposer incorporated in the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:
  • Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ☐ No ☐
    If no, please explain __________________________________________________________
  • Date incorporated ___________ Charter No. ________

6.2 If no, provide the following:
  • The State with whom the Proposer’s company is incorporated? __________
  • Is the company in good standing with the State? Yes ☐ No ☐
    If no, please explain _______________________________________________________
  • Date incorporated ___________ Charter No. ________
  • Is the Proposer company authorized to do business in the State of Florida? Yes ☐ No ☐

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

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

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

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

(09)________________________, (10) 2012 - $ 470,000, (11) 2013 - $ 660,300
9. What are the Proposer's current insurance limits?

General Liability $2,000,000
Automobile Liability $1,000,000
Umbrella Coverage $5,000,000
Workers Compensation $1,000,000
Expiration Date 1-18-2015

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

The state(s) where barred or suspended ____________________________________________
State the period(s) of debarment or suspension _______________________________________

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years.
- Florida Landscape Consultants, Inc. was sued by ValleyCrest in 2012 for alleged non compete violations. The matter was settled in 2013 and is now closed.
______________________________________________________________________________
______________________________________________________________________________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No if so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. ____________________________________________________________________________
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:
   - Valhalla Homeowners Association - Ken Tatka - (813)349-6552 / 1.5 years
   - Renaissance Center - Kim Browne - (813)918-4208 / 2 years
   - West Park Village - Susan Proctor - (813)792-5330 / 2 years
   - Edgewater Homeowners Association - Ken Tatka - (813)349-6552 / 1.5 years
   - St. Joseph's John Knox Village - Mike James - (813)632-2310 / 2 years

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
   - Rocky Point Center - Melina Lotaski - (813)273-8481 / New owner and management company
   - Villa Serena HOA - Gigi Farrell - (866)473-2573 / Lost to a lower bid
   - Walk At Highwoods Preserve - Jennifer Hatchett - (813)514-2731 / Lower bid

17. List irrigation technicians and include number of years of experience:
   - Wayne Banks - 21 years
   - Josue Ross - 16 years
   - Jason Gear - 18 years

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

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

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

<table>
<thead>
<tr>
<th>Michael Lancaster</th>
<th>President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Operations / Marketing</td>
<td>31</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td>Beau Bohannon</td>
<td>V.P. Operations</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Operations Managemet</td>
<td>35</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td>Juan Alcalde</td>
<td>Pest Control Manager</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Master Horticulturalist</td>
<td>42</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
</tbody>
</table>
Wayne Ebanks
Name
Irrigation Management
Position
Type of Work
Yrs. Experience
2
Yrs. With Firm

James MacWilliam
Name
Landscape Enhancements
Position
Type of Work
Yrs. Experience
23
Yrs. With Firm

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

Florida Landscape Consultants, Inc. By: ______________
Name of Proposer

Michael Lancaster – President
[Type Name and Title of Person Signing]

This 15 day of February, 2014.

(Corporate Seal)

Sworn to before me this 15 day of February, 2014.

Megan Lawson
Notary Public
STATE OF FLORIDA
Comm# EE210003
Expires 6/20/2016

(Seal) Notary Public/Expiration Date
## CORPORATE OFFICERS

### Company Name: Florida Landscape Co

#### Date: 2-14-2014

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

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael A. Lancaster</td>
<td>President</td>
<td>Sales/Financial Management</td>
<td>Odessa, Florida</td>
</tr>
<tr>
<td>Beau Bohannon</td>
<td>Director</td>
<td>Operations Management</td>
<td>Tampa, Florida</td>
</tr>
<tr>
<td>Juan Alcaide</td>
<td>Director</td>
<td>Horticultural Management</td>
<td>Springhill, Florida</td>
</tr>
<tr>
<td>Wayne Ebanks</td>
<td>Director</td>
<td>Irrigation Division Manager</td>
<td>Land O Lakes, Florida</td>
</tr>
<tr>
<td>James MacWilliam</td>
<td>Director</td>
<td>Landscape Services Manager</td>
<td>Land O Lakes, Florida</td>
</tr>
<tr>
<td>Amy Bogman</td>
<td>Director</td>
<td>Office/Accounting Manager</td>
<td>Odessa, Florida</td>
</tr>
</tbody>
</table>

### FOR PARENT COMPANY (if applicable)

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AFFIDAVIT FOR INDIVIDUAL

State of ____________________________ ss:

County of __________________________

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

(Proposer must also sign here)

Sworn to before me this _______ day of ____________, 2014.

Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of __________________________________________ ss:

County of _________________________________________

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

________________________________________
(Signature of a General Partner is Required)

Sworn to before me this ________ day of _______________, 2014.

________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of Florida

County of Hillsborough

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 15 day of February, 2014.

Notary Public/Expiration Date:

(SEAL)

MEGAN LAWSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE21003  
Expires 8/20/2016
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by Florida Landscape Consultants, Inc.
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is 8501 Sunstate St. Tampa, Florida 33634
   and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3465062
   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: ___________________________).

3. My name is Michael Lancaster and my relationship to the
   entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
   A) A predecessor or successor of a person convicted of a public entity crime; or,
   B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ________

Michael Lancaster who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)
space provided above on this 15 day of February 2014.

My commission expires: 6/20/2014

MEGAN LAWSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE210033
Expires 8/20/2016
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between ____________________________, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ____________________________, and ____________________________, (hereinafter referred to as "Contractor") located at ____________________________.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as Exhibit "C". In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".
While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of ________________________ ($________________) per year as detailed in Exhibit "B", payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than __________ days after the Notice to Proceed is filed.

V. CONTRACTOR’S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property
affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.

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In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor’s insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers’ Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers’ Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor’s Termination. Contractor may terminate this Contract with sixty (60) days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner’s Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days’ written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, if the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.
On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

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

XI. MISCELLANEOUS

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

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner: Tara Community Development District

Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor: Florida Landscape Consultants, Inc.
8501 sunstate Street
Tampa, Florida 33634

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: ______________________

Its: ______________________

(Title of Authorized Representative)

Date: ______________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: ______________________

_________________________, Chairman

Date: ______________________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL**
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor’s responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

All Bahia Areas: (Make adjustments as necessary per ordinance)

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

All St. Augustine Sod: (Make adjustments as necessary per ordinance)

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>May</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>July</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>September</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>November</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
</tbody>
</table>

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

- 3 Times a year – (March, June, October)
- 10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.
Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants  The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form.

The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.
If at any time the District should become aware of any pest problems it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

**Pest Control shall be included in the Contract Amount.**
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4” pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM

53
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

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

PART 1

General Landscape Maintenance  $ 168,600.00 Yr

- Storm Cleanup $25.00 /hr (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability): Mobilization of workforce to install CDD owned materials on freeze sensitive plantings within 12 hours of direction
- $280.00 /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
  $25.00 /hr for employee with hand-held hose
  $85.00 /hr for water truck/tanker

PART 2

Fertilization (All labor and materials)  $ 20,800.00 Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>20-0-10 50% SC</td>
<td>5#/1000 sq. ft.</td>
<td>4500#</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>April</td>
<td>20-0-10 50% SC</td>
<td>5#/1000 sq. ft.</td>
<td>4500#</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>October</td>
<td>20-0-10 50% SC</td>
<td>5#/1000 sq. ft.</td>
<td>4500#</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>December</td>
<td>20-0-10 50% SC</td>
<td>5#/1000 sq. ft.</td>
<td>4500#</td>
<td>$ 2,200.00</td>
</tr>
</tbody>
</table>
### ST. AUGUSTINE (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>24-0-11 75% PP 2Fe</td>
<td>4.17/1000 sq.ft.</td>
<td>#200</td>
<td>$300.00</td>
</tr>
<tr>
<td>April</td>
<td>24-0-11 75% PP 2Fe</td>
<td>4.17/1000 sq. ft.</td>
<td>#200</td>
<td>$300.00</td>
</tr>
<tr>
<td>May</td>
<td>24-0-11 75% PP 2Fe</td>
<td>4.17/1000 sq. ft.</td>
<td>#200</td>
<td>$300.00</td>
</tr>
<tr>
<td>October</td>
<td>24-0-11 75% PP 2Fe</td>
<td>4.17/1000 sq. ft.</td>
<td>#200</td>
<td>$300.00</td>
</tr>
<tr>
<td>December</td>
<td>24-0-11 75% PP 2Fe</td>
<td>4.17/1000 sq. ft.</td>
<td>#200</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

### ORNAMENTALS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>10-4-12 PPSCU</td>
<td>10#/1000 sq.ft.</td>
<td>700#</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>April</td>
<td>10-4-12 PPSCU</td>
<td>10#/1000 sq.ft.</td>
<td>700#</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>October</td>
<td>10-4-12 PPSCU</td>
<td>10#/1000 sq.ft.</td>
<td>700#</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Alternate</td>
<td>Fertilizer Formulation</td>
<td>8.3#/1000</td>
<td>600#</td>
<td>$1,050.00</td>
</tr>
</tbody>
</table>

### PALMS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-2-12 +Mq</td>
<td>1.5#/100 sq.ft.</td>
<td>882#</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>October</td>
<td>8-2-12 +Mq</td>
<td>1.5#/100 sq.ft.</td>
<td>882#</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>December</td>
<td>8-2-12 +Mq</td>
<td>1.5#/100 sq.ft.</td>
<td>882#</td>
<td>$1,100.00</td>
</tr>
</tbody>
</table>

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

### SPECIALTY PLANT MATERIALS

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
</table>

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control  (All labor and materials)  \[ \$ \quad 6,000.00 \]  \( \text{Yr} \)

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

| OTC Injections will be performed at the discretion of the District’s BOS’s  
(\text{This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.}) |
|---|

OTC Injections (All labor and materials)

\[ \$ \quad 1,596.00 \] / \( \text{Yr} \) (based on quantities below)

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

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canary Island</td>
<td>1</td>
<td>2</td>
<td>$7.00</td>
<td>$56.00</td>
</tr>
<tr>
<td>Queen Palms</td>
<td>10</td>
<td>1</td>
<td>$7.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>Washingtonia Palm</td>
<td>6</td>
<td>1</td>
<td>$7.00</td>
<td>$168.00</td>
</tr>
<tr>
<td>Reclinata</td>
<td>5</td>
<td>1/head</td>
<td>$7.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Royal Palm</td>
<td>34</td>
<td>1</td>
<td>$7.00</td>
<td>$952.00</td>
</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $8,400.00 /Yr

Freeze Protection (description of ability) Mobilization of workforce to install CDD owned materials on freeze sensitive plantings with in 12 hours of direction

$280.00 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $45.00/hr. (i.e. broken mainlines, pump & wells, etc.)

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

Valve Tracking services - $35.00 per hour
Valve Replacement - 2" - $250.00
Repair or replacement of controllers @ $35.00 per hour plus parts

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $25,800.00 /Yr (if both topdressings are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

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

400 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at
$17,200.00 /CY (app. April)

And

250 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at
$8,600.00 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3”
PART 6

Annual Installation  (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $1.75/annual plant

$2,625.00 /rotation

$7,875.00 /Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page. This is what contract will be written for)

$203,800.00 /Yr (initial term)

FIRST ANNUAL RENEWAL $203,800.00 /Yr

SECOND ANNUAL RENEWAL $213,990.00 /Yr

Contractor/Firm Name Florida Landscape Consultants, Inc.

Firm Address 8501 Sunstate Street

City/State/Zip Tampa, Florida 33634

Phone Number 813-886-7755 Fax Number 813-886-4386

Name and Title of Representative Michael Lancaster, President (Please Print)

Representative’s Signature

Date 2-14-2014

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

1. Received

2. 

3. 

4. 

5. 

Dated this 14th day of February, 2014

58
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS
BID FORM

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

ADDENDUM # 1

PART 1. 9). ENCROACHMENT RECAPTURE

$21,000.00 Yr. (amount based on scope). The CDD reserves the right to subcontract out any and all Encroachment Recapture.

PART 3. PEST CONTROL

Top Choice $0.00 Yr. (Amount based on scope). The CDD reserves the right to subcontract out any and all Top Choice applications.

Note: If awarded the contract Florida Landscape Consultants, Inc. will provide an annul application of "Top Choice" in the area of the community center, and parking area. At no additonal charge.
Date: 02-07-2014
[END OF SECTION]
Florida's Landscape Solutions Company!

QUALIFICATION STATEMENT

Florida Landscape Consultants, Inc.
8501 Sunstate Street
Tampa, Florida 33556
813-886-7755 - Office
813-886-5174 - Fax

Website - www.floridalandscapeconsultants.com

Date of Incorporation: July 27, 1997
State of Incorporation: Florida
President: Michael A. Lancaster
Vice President: Beau Bohannon
Annual Revenue: $3,000,000
Insurance: $5,000,000
Licensed For:
Lawn + Ornamental Pest Control #JB192815
Irrigation Contractor License # SP13293
Full time employees: 70
Service Area: Greater Tampa Bay Area

FLC is a full service Landscape Management company located in Tampa, Florida. The team of professionals of FLC has more than 150 years of experience in the green industry, here in the Tampa Bay area. We are fully licensed and insured to provide Landscape Maintenance, Fertilization and Pest Control, Irrigation Services and Landscape Design/Installation. Our service area encompasses Hillsborough, Pinellas, Pasco, Polk, and Manatee counties. We serve all segments of the commercial landscape maintenance industry including: Homeowners Associations, CDDs, Office/Industrial, Retail Centers, Hotels and Resorts, Apartment Communities Medical Facilities and Corporate campuses.
## FLC MANAGEMENT TEAM

<table>
<thead>
<tr>
<th>TEAM MEMBER</th>
<th>POSITION</th>
<th>YEARS EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Lancaster</td>
<td>President</td>
<td>31 years</td>
</tr>
<tr>
<td>Beau Bohannon</td>
<td>Vice President</td>
<td>35 years</td>
</tr>
<tr>
<td>Juan Alcaide</td>
<td>Chief Horticulturalist (Certified Pest Control Operator)</td>
<td>42 years</td>
</tr>
<tr>
<td></td>
<td>BMP Certified Trainer</td>
<td></td>
</tr>
<tr>
<td>James MacWilliam</td>
<td>Landscape Services Manager</td>
<td>23 years</td>
</tr>
<tr>
<td>Mike Arneson</td>
<td>Operations Manager</td>
<td>21 years</td>
</tr>
<tr>
<td>Wayne Ebanks</td>
<td>Irrigation Manager</td>
<td>21 years</td>
</tr>
<tr>
<td>Danny Trowel</td>
<td>Account Manager</td>
<td>19 years</td>
</tr>
<tr>
<td>Amy Bogman</td>
<td>Office Manager</td>
<td>16 years</td>
</tr>
<tr>
<td>Allen Alcaide</td>
<td>BMP Certified Spray Tech</td>
<td>18 years</td>
</tr>
<tr>
<td>Byron McDougal</td>
<td>Enhancements Manager</td>
<td>24 years</td>
</tr>
</tbody>
</table>

### Equipment Listing

- 27 Company Vehicles
- 32 Hydrostatic Power Mowers
- 1 Case Skid Steer Loader
- 1 Tractor Spray Unit
- 2 - 4 Wheel All terrain spray unit
- 4 – Power fertilizer spreaders
- 150 Various 2 cycle equipment
- Various trailers, hand equipment, etc.
FLC Landscape Management References

FLC currently has 65 commercial landscape management customers. Approximately 70% of our annual revenue is comprised of full service landscape management contracts and the remaining 30% is landscape renovations/enhancements, irrigation installation, irrigation upgrades irrigations repairs, arbor care services and landscape lighting.

Valhalla Homeowners Association:  Approximate contract value
Ken Tatka, Excelsior Community Management
Excelsior@tampabay.rr.com (813)349-6552
$270,000.00

West Park Village:  Approximate contract value
Susan Proctor, Property Manager (813)792-5330
Westparkvillage.manager@bridgeregroup.com
$90,000.00
<table>
<thead>
<tr>
<th>HOA</th>
<th>Approximate contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Edgewater HOA:</strong></td>
<td>$82,000.00</td>
</tr>
<tr>
<td>Ken Tatka</td>
<td></td>
</tr>
<tr>
<td>Excelsior Community Management</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:excelsior@tampabay.rr.com">excelsior@tampabay.rr.com</a></td>
<td>(813)349-6552</td>
</tr>
<tr>
<td><strong>Westwood Reserve/Cypress Grand:</strong></td>
<td>$170,000.00</td>
</tr>
<tr>
<td>Lori Borgman</td>
<td></td>
</tr>
<tr>
<td>GCI Residential</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:lborgman@gciresidental.com">lborgman@gciresidental.com</a></td>
<td>(813) 926-8009</td>
</tr>
</tbody>
</table>

*FLC 8501 Sunstate Street  Tampa, Florida 33634  813-886-7755*
Renaissance Center
Kim Browne Liberty Property Trust
kbrowne@libertyproperty.com  (813) 918-4208

Approximate contract value
$90,000.00

Avison Young
Bridget Lancaster, Director of Property Management
(18 commercial office buildings)  (813) 288-9333

Approximate contract value
$320,000.00
<table>
<thead>
<tr>
<th>OCC. CODE</th>
<th>BUSINESS TYPE</th>
<th>2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>090.015</td>
<td>IRRIGATION INSTALL-FIRE&amp;LAWN</td>
<td>2013-2014</td>
</tr>
<tr>
<td>310.000</td>
<td>PEST CONTROL</td>
<td></td>
</tr>
</tbody>
</table>

**BUSINESS**
8501 SUNSTATE ST
TAMPA 33634

**LOCATION**

**NAME**
FLORIDA LANDSCAPE CONSULTANTS INC

**MAILING**
8501 SUNSTATE ST
TAMPA, FL 33634

**ADDRESS**

**BUSINESS TAX RECEIPT**

DOUG BELDEN, TAX COLLECTOR
813-635-5200
07/05/2013

PAID - 4061 - 85
07/05/2013

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

---

<table>
<thead>
<tr>
<th>OCC. CODE</th>
<th>BUSINESS TYPE</th>
<th>2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>280.061</td>
<td>LANDSCAPING SERVICE(OVER 3 EMP)</td>
<td>2013-2014</td>
</tr>
</tbody>
</table>

**BUSINESS**
8501 SUNSTATE ST
TAMPA 33634

**LOCATION**

**NAME**
FLORIDA LANDSCAPE CONSULTANTS INC

**MAILING**
8501 SUNSTATE ST
TAMPA, FL 33634

**ADDRESS**

**BUSINESS TAX RECEIPT**

DOUG BELDEN, TAX COLLECTOR
813-635-5200
07/05/2013

PAID - 4082 - 85
07/05/2013

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.
<table>
<thead>
<tr>
<th>Date</th>
<th>File No.</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 18, 2013</td>
<td>JB192815</td>
<td>October 31, 2014</td>
</tr>
</tbody>
</table>

**THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: October 31, 2014**

8501 SUNSTATE STREET  
TAMPA, FL 33634

**FLORIDA LANDSCAPE CONSULTANTS INC**  
8501 SUNSTATE STREET  
TAMPA, FL 33634

Lawn and Ornamental

[Signature]

ADAM H. PUTNAM, COMMISSIONER
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2014

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

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

PRODUCER
PrimeGroup Insurance Services, Inc.
5402 W. Laurel St.
Suite 220
Tampa FL 33607-1726

INSURED
Florida Landscape Consultants, Inc.
8501 Sunstate Street
Tampa FL 33634

CONTACT NAME: Patty King #1313203
PHONE: (813) 890-0415
FAX (813) 885-4311
E-MAIL ADDRESS: Pking@primegroupinc.com

INSURER(S) AFFORDING COVERAGE
NAC #
Insurer A: Wesco Insurance Company 25011
Insurer B: St Paul Fire and Marine 24767
Insurer C: Florida United Businesses 10698

COVERAGES CERTIFICATE NUMBER: CL1411612445 REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADOL SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF AMEND/DY</th>
<th>POLICY EXP AMEND/DY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X CLAIMS-MADE X OCCUR</td>
<td>MP113351300</td>
<td>1/18/2014 1/18/2015</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>M.I.S. (Any one person) $5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/PROD AGG $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>ANY AUTO ALL OWNED AUTOS NON-OWNED AUTOS</td>
<td>X X</td>
<td>MP113351300</td>
<td>1/18/2014 1/18/2015</td>
<td>COMBINED SINGLE LIMIT (EA occurrence) $1,000,000</td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per occurrence)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per occurrence)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PIP-Basic $10,000</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>UMBRELLA LIABILITY EXCESS LIABILITY</td>
<td>X CLAIMS-MADE</td>
<td>MY14293870</td>
<td>1/18/2014 1/18/2015</td>
<td>EACH OCCURRENCE $5,000,000</td>
<td>AGGREGATE $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td>10651379</td>
<td>1/18/2014 1/18/2015</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td>IF YES, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.
**Form W-9**

**Request for Taxpayer Identification Number and Certification**

---

### Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your Employer Identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>123-45-6789</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer Identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>59-3465062</td>
</tr>
</tbody>
</table>

---

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

---

**Signature of U.S. person:**

[Signature]

**Date:**

2/13/12

---

### General Instructions

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

---

Note, if a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 31.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
FLORIDA LANDSCAPE CONSULTANTS, INC.
FINANCIAL STATEMENTS

TABLE OF CONTENTS

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

* Balance Sheet
* Statement of Earnings and Retained Earnings
* Statement of Cash Flows
* Notes to the Financial Statements

SUPPLEMENTARY INFORMATION

* Schedule 1 - Earnings from Construction
* Schedule 2 - Contracts Completed
* Schedule 3 - Contracts In Progress
* Schedule 4 - Selling, General and Administrative
To the Board of Directors
FLORIDA LANDSCAPE CONSULTANTS, INC.
Tampa, Florida

Independent Accountants' Compilation Report

We have compiled the accompanying balance sheet of FLORIDA LANDSCAPE CONSULTANTS, INC. as of December 31, 2013 and the related statement of earnings and retained earnings for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or provide an assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results in operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Marsocci, Appleby and Company, P. A.
Tampa, Florida
February 12, 2014
FLORIDA LANDSCAPE CONSULTANTS, INC.

BALANCE SHEET

DECEMBER 31, 2013

ASSETS

CURRENT ASSETS:

<table>
<thead>
<tr>
<th>Asset</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$224,967</td>
</tr>
<tr>
<td>Accounts receivables</td>
<td>107,286</td>
</tr>
<tr>
<td>Prepaid expenses and other assets</td>
<td>2,000</td>
</tr>
</tbody>
</table>

TOTAL CURRENT ASSETS $334,253

EQUIPMENT, net 414,267

OTHER ASSETS 51,282

TOTAL ASSETS $799,802

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

<table>
<thead>
<tr>
<th>Liability</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line of credit</td>
<td>$35,372</td>
</tr>
<tr>
<td>Current portion of long-term debt</td>
<td>66,456</td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>38,591</td>
</tr>
</tbody>
</table>

TOTAL CURRENT LIABILITIES 140,419

LONG-TERM DEBT 137,798

STOCKHOLDERS' EQUITY

<table>
<thead>
<tr>
<th>Stockholders' Equity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock, $1 par value (100 shares authorized, issued and outstanding)</td>
<td>100</td>
</tr>
<tr>
<td>Additional paid in capital</td>
<td>200,000</td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>321,485</td>
</tr>
</tbody>
</table>

TOTAL STOCKHOLDERS' EQUITY $521,585

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY $799,802

See Accountants' Compilation Report
FLORIDA LANDSCAPE CONSULTANTS, INC.

STATEMENT OF EARNINGS AND RETAINED EARNINGS

FOR THE YEAR ENDED DECEMBER 31, 2013

**EARNINGS FROM CONSTRUCTION:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue earned</td>
<td>$2,775,023</td>
</tr>
<tr>
<td>Costs of construction</td>
<td>1,844,427</td>
</tr>
<tr>
<td><strong>GROSS EARNINGS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>930,596</td>
</tr>
<tr>
<td>Selling, general and administrative expenses</td>
<td></td>
</tr>
<tr>
<td><strong>EARNINGS (LOSS) FROM OPERATIONS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>707,768</td>
</tr>
</tbody>
</table>

| Other income, net                   |          |
| **NET EARNINGS**                   |          |
|                                      | 222,828  |

| RETAINED EARNINGS, beginning of year|          |
| Distribution                        |          |
| **RETAINED EARNINGS, END OF PERIOD**|          |
|                                      | $321,485 |

See Accountants' Compilation Report
Blank Tab
LANDSCAPE MAINTENANCE SERVICE PROPOSAL

for

TARA

COMMUNITY DEVELOPMENT DISTRICT

BRADENTON, FLORIDA
TABLE OF CONTENTS

Introduction Letter
Overview of Girard Landscape Maintenance Operations
About Girard Environmental Services
Landscaping
Water
Best Management Practices
Communication
References and Photos
Personnel
Horticultural Services
Equipment, Licenses, Insurance, Certifications
Landscape Design and Installation
Facilities Maintenance
Storm Action Plan
Completed Project Manual

Exhibit “B” (pages 53 - 59) RED TAB

Proposals for Top Choice and Encroachment Recapture
30-Day Action Plan & Color-Coded Mon thru Thur Schedule
Frequency Chart

Go to Girardonline.com for More Information!
February 17, 2014

Tara Community Development District
c/o: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attention: Tyree Brown

Re: Landscape Maintenance Proposals

Tyree,

Girard Environmental Services, Inc., would like to thank you for the opportunity to propose landscape maintenance services for the Tara CDD.

To develop the following proposal, Girard has carefully measured and has conducted a detailed examination of the existing conditions on the property. Girard has taken into consideration the best horticultural standards and practices for the proper care and maintenance of your property. The specifications you provided as well as Ordinance Number 11-21 for timing and application of fertilizers and BMP training requirements were also incorporated and will reflect in your proposal. Copies of all BMP and other certificates and all licensing are also included.

Thank you and I look forward to hearing from you. Please contact me directly if you have any questions or concerns, my contact information is below for your convenience.

I look forward to hearing from you.

Respectfully,

Jim Garrison
Account Executive
Mobile 813-298-2975
Email jgarrison@girardonline.com
Before we move forward we would like to demonstrate how we fully understand the scope and intent of the Scope of Services and to these ends we present the following plan. We have on-staff certified B.M.P. managers and are in the process of attaining full certification in the State of Florida B.M.P. and continually use these principles in the management of the landscapes we serve.

MOWING

This property is complimentarily planted with St. Augustine and Bahia turf and a diverse palette of trees and shrubs. Our teams are fully and continually trained in all aspects of horticultural practices indicated by the needs of the various species represented. Our mowing teams utilize the latest technology available, we have on staff fully trained mechanical technicians to ensure that we will always have at our disposal a full complement of equipment needed to complete all of the mowing required according to the established schedule. Our mowers and associated equipment is maintained on a daily basis to include blade sharpening, lubrication, and tuning as required, we do this to insure that equipment failure does not become an issue to our clients.

We use various rotary mowers for St. Augustine and Bahia. As a normal routine in our mowing operations is the standard of completing the operation from start to finish as a unit moving through the property in a single day; in this we mean that we finish the litter pick up, mowing, edging, string trimming, and blowing of clippings in an area prior to moving to a new area. The reason we do this is to minimize the opportunity for inclement weather to hinder our ability to have all areas of the property look finished at any time. Often companies will attempt to mow everything before they start any of the clean-up, resulting in the first sections mowed remaining littered with debris until the end of the day. We all know that during the summer there are often showers and thunderstorms that will interrupt the progress resulting in debris clean up becoming difficult at best. This often results in frustration and inconvenience to the residents and an unsafe working environment for the team completing the task at hand. We have planned to complete the mowing operations so as to present a completed finished roadway and to keep turf height uniform. Our mowing teams are trained to utilize a pattern of mowing whereby each cut is made in a different pattern from the previous visit. This is a Girard standard that is not unique to this property and as such we will not have the frustration of crews “forgetting” to vary their pattern resulting in ruts, soil compaction, and premature decline of the turf. Another standard we employ is that whenever mowing around ponds, lakes, or other environmentally sensitive areas our team is to make, as a minimum, two full passes with the mower chutes faced away from the water. This has been quite effective in allowing us to avoid the clippings in the pond issues. Our experience has taught us that so many companies in our industry are nonchalant in this regard and this is an area that we set ourselves apart from the crowd.

Go to Girardonline .com for More Information!
We take the safety of our operations very seriously, we understand the inherent dangers associated with landscape maintenance, especially along boulevards and other roadways, and take careful measures to ensure our team and our clients are not at risk. Our crews will deploy “men working” signs if needed to warn traffic of our presence in addition to all of our team members wearing reflective vests as a part of our uniform. We employ the standards as required in the M.U.T.C.D. (Manual on Uniform Traffic Control Devices), these are the same standards currently in use by F.D.O.T. These items are just as important to us as safety glasses and hearing protection, which are issued and required to be worn.

DETAILING

At Girard Environmental Services we continually train our detail teams in proper pruning practices. We understand that pruning is a process and not an event. We prune for the purposes of encouraging healthy growth, promote blooming of flowering species, retention of natural form, proper separation of the species as well as from bed edges, enhancement of security in certain areas, as well as maintaining the desired size and shape of the plant material being pruned. Our pruning practices call for power shears to be used only in maintaining formal hedges and associated types of mass plantings. We continually train our staff on methods needed to properly hand prune new plant selections as they are becoming more common in the landscape.

We understand that the detail process is much more than pruning, we also train our teams in approaching the whole landscape with an eye toward the small things that can make or break a good looking landscape. While we are in the business of creating and maintaining lush environments that encourage the plant life to thrive, we are also creating the perfect environment for weeds. Keeping the desired plants healthy and discouraging weed pressure requires a diligent effort. Every member of our team whether a part of the detail team, or not, are charged with the responsibility to do whatever is within their power to correct any undesirable situation in the landscape. If they cannot make the correction on-the-spot they are required to immediately report it to their supervisor so that the correct action can be taken as soon as possible.

We have also accounted for the litter and debris removal requirements, these chores will be accomplished first thing each morning, with a follow up sweep at the end of the day so as to prevent this from becoming a point of frustration.

COMMUNICATION

Communication is paramount to an effective working relationship. We maintain and will provide all required reports of our activities as well as identifying areas of concern that need follow up discussions to determine the District’s desired course of action. Our Account Manager will be available as needed to accompany the District’s Representative on property walks. Our team leaders are equipped with instant
radio and telephone communication capabilities and our supervisors all speak English. A 24 hour emergency contact list will be provided so that should immediate landscape or irrigation concerns arise they will be addressed promptly.

SPECIAL SERVICES

We deploy separate crews to complete the tasks we classify as such and are included in the Scope of Services. The annuals are selected to highlight and draw attention to those areas desiring that special colorful effect. We take pride in having some of the best seasonal color displays in the area, and as such the ongoing maintenance is a high priority to Girard Environmental Services. We have the capabilities to deliver, prepare and install the mulch within a two week period. As a part of our mulching operation, we not only prepare the bed edges we clean the beds of any weeds and apply a treatment of pre-emergent herbicide to ensure that the property maintains that fresh crisp look for as long as possible. Palms and trees are trimmed according to principles dictated by our on-staff I.S.A. Certified Arborists, special care is taken to ensure the health and appearance. We realize the impact being sought with the various trees planted throughout the community and are quite experienced in their ongoing care.

IRRIGATION

The irrigation system in Tara CDD is not anything new to Girard. We are fully knowledgeable in regards to the many types of systems. Our irrigation team is currently maintaining and operating low-end standard systems to very high-end computerized irrigation systems. Our team is certified in these systems and other satellite and internet based systems and as such the intricacies of any system will not present an issue, in addition to our irrigation technicians, and as stated above, all of our team is trained to be mindful of smaller irrigation issues so that they can be addressed before they become big problems.

FERTILIZATION AND PLANT HEALTH

We are subcontracting TruGreen and utilizing their trained and certified horticulturalists that are responsible for developing and implementing a comprehensive plan whereby the turf, trees, shrubs, ground cover, and seasonal color are always at the pinnacle of health and can thrive in their environment. TruGreen employs a system of Integrated Plant Health Management (I.P.H.M.) to scout for pest and disease and treat accordingly, Girard and TruGreen recognize the fragility of the environment and as stewards of that environment we do not want to haphazardly apply pesticides. TruGreen will be sampling the soils throughout the property on a periodic basis to ensure that they are applying the correct material and that adjustments can be made in a timely manner. This standard of sampling and testing exceeds standard requirements; this is done as a courtesy and a tool to be able to provide the very best service possible.

Go to Girardonline .com for More Information!
HORTICULTURAL, TREE and LANDSCAPE DESIGN STAFF

Girard Environmental Services is very proud of our design capabilities; we are a recognized leader in this field and are often called on to create dynamic landscape plans for our customers. We have on staff full-time I.S.A. Certified Arborists, full-time State of Florida Certified Pest Control Operators, State of Florida licensed Irrigation Contractors, as well as Certified Landscape Professionals. We also have the full support of the TruGreen Organization. We are highly skilled in all aspects of the landscape design and planning process including, but not limited to: trees and shrubs, annuals and perennials, lawn care, soil quality, weed control, chemical applications, designing landscapes and flower beds, landscape enhancements, and plans and designs. We are looking forward to working with the District to plan, design and implement any changes to the landscape, as they may be needed from time to time.

SUMMARY

Girard Environmental Services is fully staffed, equipped, and financially strong enough to be able to meet and exceed the needs of the Tara Community Development District in the immediate, and distant future. We have a solid plan backed by sound training and follow up policies that we believe are more than our competition can bring to this project. We are in this business first and foremost because we truly love the art of landscaping and we enjoy nothing more than seeing our work bring pleasure to those who live within and visit our communities on a daily basis. We see nothing that would preclude us from enjoying a long and mutually beneficial relationship with Tara CDD.

Girard's Corporate Address is:
Girard Environmental Services, Inc.
701 Codisco Way
Sanford, Florida 32771
Girard Environmental Services, Inc.
PO Box 1119
Sanford, Florida 32772

The Local Branch Servicing Tara CDD will be:

Girard Environmental Services, Inc.
North US Hwy 301
Parrish, Florida
Jeromy O’Neal, Account Manager
Jim Garrison, Account Executive

Go to Girardonline .com for More Information!
GIRARD ENVIRONMENTAL SERVICES

Girard was founded in 1998, and has grown into the largest and most respected privately-held landscape management company in the State of Florida. Girard has branch locations in Sanford, Orlando, Tampa, Fort Myers and West Palm. We also have Satellite locations in Port Orange, Jacksonville, Melbourne, Ocala and Sarasota-Bradenton.

Just a few of our many accomplishments include Business of the Year, Seminole County Chamber, Top 100 Landscaping Company, Lawn & Landscape, Top 150 Landscaping Company, Landscape Management. Fastest Growing Private Company, Inc. Magazine.

As an industry leader in Florida we balance quality workmanship and outstanding customer service allowing us to provide long-term client value. Girard provides a practical, best of class alternative to our local, regional and national competitors.

Our gold is to create an environment that attracts and retains the most talented employees in the industry. This allows us to provide consistent, above-average service without ever putting the company’s brand or reputation in jeopardy.

Go to Girardonline.com for More Information!
LANDSCAPING

Girard services all types of clients throughout Florida such as, residential communities, commercial properties, apartment communities and government. To meet the needs and budget for each property Girard has the ability to customize a program for each customer.

A property’s first impression is shown through its landscape Therefore, the highest quality service is necessary to care for the property’s landscape maintenance needs. Whether it's turf care, seasonal plantings, property detailing or facility maintenance, Girard will focus on exceeding your expectations.

Girard provides exceptional care to the property’s lawn, plants and soil. A highly qualified team of experts use the latest in lawn care science and technology to keep the property’s landscaping looking its best all year round.

Go to Girardonline .com for More Information!
Professional irrigation management services consist of routine inspections and repairs of the system’s efficiency and uniformity along with long range planning. Girard's irrigation technicians are highly trained to analyze the efficiency of the systems water distribution. By increasing efficiency, water is saved and hot spots can be avoided. Girard’s irrigation team has the ability to provide cost benefit analysis to determine if and when the time is right to replace the irrigation system.

Water conservation starts with the adoption of an aggressive water management program. As part of the water management program, irrigation technicians adjust run times monthly to match historical levels. Girard monitors weekly conditions and if warranted technicians may be dispatched to increase or decrease distribution levels to meet the landscape’s requirements. Proper irrigation management can reduce water consumption by up to 60%.
BEST MANAGEMENT PRACTICES

Girard has partnered with TruGreen to develop advanced techniques that promote a healthier approach to landscape maintenance. TruGreen is on the leading edge in scientific and environmental research working closely with Florida universities.

TruGreen provides a comprehensive program with all services performed by their own, in-house specialists. Their lawn and horticulture care specialist are trained and directed by TruGreen's Florida Region Technical Manager Erica Santella.

Both Girard and TruGreen utilize “Best Management Practices” in our approach to maintain a property’s landscape. Pesticides and fertilizers can have a high environmental impact on streams, lakes and ground water, therefore we take this responsibility seriously. Upon request, we can provide a customized fertilization program based on soil samples and CLC Labs reports. The soil data is analyzed to specifically tailor pesticides, fertilizers and water to the property needs.

Go to Girardonline .com for More Information!
Girard values the customer's time with prompt and reliable service. Keeping the customer informed during the service process helps set Girard apart from our competition. The communication process may include emails, test messages, phone calls, property inspection reports, work orders, site meetings and photo documentation.

Girard's efficient customer service provides industry-leading service:

- From order entry and billing to the branch and account managers our staff is available to process all service requests.
- For current and future reference all service records are stored electronically. This allows for accurate tracking and documentation of all service requests.
- Providing the customer with the most up-to-date information about the status of the property is paramount.
References

If you want to know about Girard and the quality of our work just ask our clients.

Go to Girardonline.com for More Information!
# CUSTOMER REFERENCES
## LANDSCAPE MAINTENANCE

<table>
<thead>
<tr>
<th>CLIENT NAME</th>
<th>CONTACT PERSON</th>
<th>CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairway Oaks HOA</td>
<td>Jerry Maratea</td>
<td>Office: 863-640-2010</td>
</tr>
<tr>
<td>Mulberry, Florida</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heathrow Master Association</td>
<td>Deanna Simms</td>
<td>Office: 407-333-0884 x 305</td>
</tr>
<tr>
<td>Property Manager</td>
<td></td>
<td>Email: <a href="mailto:heathrow@csbonline.com">heathrow@csbonline.com</a></td>
</tr>
<tr>
<td>Developers Diversified Realty</td>
<td>Richard Forrest</td>
<td>Cell: 727-512-5608</td>
</tr>
<tr>
<td>65 Properties throughout state</td>
<td>Dir. of Property Management</td>
<td>Email: <a href="mailto:rforrest@drr.com">rforrest@drr.com</a></td>
</tr>
<tr>
<td>Seacrest HOA in Harbor Bay</td>
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</tr>
<tr>
<td>HOA President</td>
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<td>Email: <a href="mailto:blee@verizon.net">blee@verizon.net</a></td>
</tr>
<tr>
<td>Winter Garden Village</td>
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</tr>
<tr>
<td>CDD/POA</td>
<td>Dir of Property Management</td>
<td>Email: <a href="mailto:rfoffest@drr.com">rfoffest@drr.com</a></td>
</tr>
<tr>
<td></td>
<td>Developers Diversified Realty</td>
<td></td>
</tr>
<tr>
<td>Celebration CDD, Orlando</td>
<td>Brian Smith</td>
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<tr>
<td>Severn Trent Mgmt Services</td>
<td>Property Manager</td>
<td>Email: <a href="mailto:bsmith@severntrengs.com">bsmith@severntrengs.com</a></td>
</tr>
<tr>
<td>MetroWest Master Association</td>
<td>Julie Sanchez</td>
<td>Office: 407-601-5995</td>
</tr>
<tr>
<td>Property Manager</td>
<td></td>
<td>Email: <a href="mailto:Mwma.mgr@clf.rr.com">Mwma.mgr@clf.rr.com</a></td>
</tr>
<tr>
<td>Midtown Miami CDD</td>
<td>Lenor Ryan</td>
<td>Office: 305-573-3371</td>
</tr>
<tr>
<td>Developers Diversified Realty</td>
<td>Property Manager</td>
<td>Cell: 305-569-8349</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:lryan@drr.com">lryan@drr.com</a></td>
</tr>
<tr>
<td>Club Lake Point, Club Mira Lago, Players Club,</td>
<td>Doug Wolfe</td>
<td>Office: 954-340-4921</td>
</tr>
<tr>
<td>Weston Place, Olen Properties</td>
<td></td>
<td>Email: <a href="mailto:dwolfe@olenproperties.com">dwolfe@olenproperties.com</a></td>
</tr>
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</table>

Go to Girardonline .com for More Information!
Celebration Community Development District
Celebration Avenue, Celebration, Florida

MetroWest Master Association
Orlando, Florida

North River Shopping Center
Ellenton, Florida
Managed by: Casto Realty, Sarasota, Florida

Seacrest HOA
Apollo Beach, Florida
Managed by Rizzetta & Co., Wesley Chapel, FL

Go to Girardonline.com for More Information!
Winter Garden Village
Managed by DDR, Richard Forrest, cell: 727-512-5608

Wawa Stores Throughout the State of Florida

Go to Girardonline .com for More Information!
Fairway Oaks Master Homeowners Association
Mulberry, Florida

Target Stores Throughout the State of Florida
(From Jacksonville to Miami)

Go to Girardonline .com for More Information!
Customer Testimonials

"I was the sole vote against your company because I was skeptical at that time, but I'm not skeptical any longer. I have been very impressed and I think you guys are doing great."
Tom Sunnarborg, Chairman of the Board
Celebration CDD

"We have had a long business relationship with Girard. They have done great work for years, and we were pleased that the Board of Directors agreed to use them. A quality building should have quality vendors."
Tina Morbitzer, President
The Morbitzer Communities

"Their services and creativity are top notch, and we have been very pleased with the work they have done for us."
Tony Moonen, Vice President of Real Estate Management
IDI Services Group

"Girard Environmental Services is a partner that we can rely on."
Richard Forrest II, Director of Property Management
DDR Corporation (Developers Diversified Realty)

"In this day and age, when customer service is so lacking, Steve is so awesome to work with."
Margaret Pas, Property Manager
Tailwinds Development

Go to Girardonline.com for More Information!
# Business References

<table>
<thead>
<tr>
<th>Category</th>
<th>Contact Person</th>
<th>Office</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banking &amp; Lending:</td>
<td>Bill Lutes, Senior Vice President, BankUnited</td>
<td>813-639-4225</td>
<td>813-639-7501</td>
<td><a href="mailto:blutes@bankunited.com">blutes@bankunited.com</a></td>
</tr>
<tr>
<td></td>
<td>Rodger Davis, Managing Partner, Northcreek Mezzanine Fund</td>
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<td>513-985-6603</td>
<td><a href="mailto:rdavis@northcreekmezzanine.com">rdavis@northcreekmezzanine.com</a></td>
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<tr>
<td>Legal Counsel</td>
<td>Jeff Milhausen, Principal, South Milhausen, PA</td>
<td>407-539-1638</td>
<td>407-539-2679</td>
<td><a href="mailto:jeffm@southmilhausen.com">jeffm@southmilhausen.com</a></td>
</tr>
<tr>
<td>Certified Public Accountant:</td>
<td>Les Eiserman, Principal, LarsonAllen, LLP</td>
<td>407-802-1203</td>
<td>407-802-1250</td>
<td><a href="mailto:leiserman@larsonallen.com">leiserman@larsonallen.com</a></td>
</tr>
<tr>
<td>Auto &amp; General Liability Insurance:</td>
<td>Rich Maffei, Account Executive, BB&amp;T Insurance Services</td>
<td>407-691-9809</td>
<td>888-635-4183</td>
<td><a href="mailto:rmaffei@bbandt.com">rmaffei@bbandt.com</a></td>
</tr>
<tr>
<td>Worker's Compensation Insurance:</td>
<td>Jeff Junod, Senior Vice President, Kuykendall Gardner</td>
<td>407-893-3886</td>
<td>407-641-8381</td>
<td><a href="mailto:jjunod@kgbroker.com">jjunod@kgbroker.com</a></td>
</tr>
<tr>
<td>Professional References:</td>
<td>Travis Resmondo</td>
<td>863-676-6109</td>
<td></td>
<td><a href="mailto:travis@trsdod.com">travis@trsdod.com</a></td>
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<tr>
<td></td>
<td>Bob Dello Russo</td>
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<td></td>
<td><a href="mailto:bdellorusso@delair.com">bdellorusso@delair.com</a></td>
</tr>
<tr>
<td></td>
<td>Tom Ball</td>
<td>407-324-0444</td>
<td></td>
<td>tomball3.com</td>
</tr>
</tbody>
</table>

Go to Girardonline .com for More Information!
Personnel

Girard has the right people for the job. Trained and certified technicians, arborists, account managers, designers, supervisors.
RICK GIRARD Co-Founder & Chief Executive Officer
Rick provides the company with its vision, goals and strategy. Under his direction, the company has grown to become one of the youngest green industry companies to ever be recognized as one of the nation’s largest.

As a result of this rapid growth and continued diversification, he has constantly challenged himself to re-evaluate the company’s internal systems and procedures to ensure operations excellence throughout the State of Florida.

RANDY GIRARD Co-Founder & President
Randy has always set the operational tempo for the company, constantly reminding his employees that “failure is not an option.” His aggressive leadership style, industry knowledge and insistence on absolute accountability has brought him the ultimate authority when it comes to the operational side of the business.

With such a large footprint across the state, Randy spends most of his time doing whatever it takes to ensure that the rock-solid foundation the company was built upon is never forgotten.

BRIAN WEATHERBY Vice President
Brian has worked for Rick & Randy most of his adult life. Having graduated high school with Randy in 1991, he has gained an incredible amount of insight about the company, its history, its customer, its employees and exactly what it’s taken to create one of the leading landscaping companies in the US.

Brian is a true customer advocate! His primary responsibility is to make sure that our customers are completely happy and receiving the level of customer service and quality workmanship expected by the owners of the company.

Go to Girardonline .com for More Information!
WES CLEAVES – Regional Director – West Coast
Wes has been in the green industry since 1989. From 2009 to 2011
he was branch manager for the Orlando branch before taking on
the position of Regional Director of the West Coast. He is
responsible for recruiting, training and developing a highly-
motivated team to achieve a high level of customer satisfaction,
while meeting company objectives for growth and profit. Wes is
Toro Site Trained and BMP Certified. Wes managed the start-ups
and operations at MetroWest, Celebration, Winter Garden Village
and Heathrow.

Joe Harrison – Tampa Branch Manager
Joe has been in the green industry since 1989. Joe started his
career working on his family owned nursery in Clermont, Florida,
after his daily responsibilities Joe attended night school at Valencia
College for his AS in Horticulture. Joe moved to Newnan, Georgia
and started his own landscape maintenance company. Joe operated
this business for 12 years, when he decided to sale and move back
to Florida. Joe has had the opportunity to work with some of the
largest landscape companies and some of the most premiere
properties in Florida for the past decade.

Jim Garrison – Account Executive
Jim has over 20 years of lawn care and landscape maintenance
sales experience. Jim previously worked with TruGreen
ChemLawn in Sterling, Virginia and Commercial Scapes, a large
landscape installation company in Northern Virginia before re-
locating to the Sarasota-Bradenton area in 2004 where he worked
for TruGreen LandCare before joining the Greenbriar team. His
experience includes: lawn care and land care commercial
maintenance sales 1992 to present.

Go to Girardonline .com for More Information!
Artie Crouse – Account Manager
Artie has over 29 years of landscape maintenance experience in Central Florida. His experience includes: 1985-1990 irrigation installation, 1980-1990 family owned business serving residential maintenance and tree work. Owner Operator Business from 1990-2000 working and overseeing residential and commercial accounts. From 2000 – 2007 Artie worked for TruGreen LandCare as an Area Manager. His portfolio included Westchase CDD, Westin Innisbrook Golf Resort, as well as properties ranging from multi-family, condos, office parks, and municipality contracts. OneSource 2007-2008 Artie was responsible for managing numerous landscape and golf enhancement installation projects. Artie is the Account Manager for the northern Tampa Bay area.

Jerimy O’Neal – Account Manager
Jerimy has been active in landscape maintenance since the age of thirteen starting as a laborer for his father’s, then six year old, landscaping company in Marietta, GA. Over the next couple of years he began taking on the task of broadening the scope of work by starting another division which included retaining walls using stone, architectural block, and pressure-treated timbers. Jerimy’s progression moved so well that at the age of seventeen he was able to assume control of the company. Jerimy sold his business in 2003 and moved to Florida in 2004. Jerimy is an Account Manager for the Sarasota-Bradenton and Brandon locations.

Irrigation Technicians
With over 25 years of combined experience in Low-End to highly advanced systems our Tampa Irrigation Team is second to no other. Many of our larger properties have a full-time irrigation technician assigned to the property. This creates an ideal situation for monitoring the property and controlling costs.

Jason Brensinger, 10 years  Adrian Leon, 5 years
Jim Herrelson, 5 years  Kyle Chagon, 3 years

Go to Girardonline .com for More Information!
Horticultural Services

Partnering with TruGreen insures Guaranteed Better Service

Erica Santella, Regional Technical Manager for TruGreen
Background: Former president of the Florida Turfgrass Association – 2000. Bachelor’s and Master’s Degree in Agronomy – 16 years experience in the Lawn and Landscape Industry with TruGreen Companies. Holds Florida Lawn and Ornamental license, is a Florida Certified Nursery Professional. Chaired the State Green Industries’ Best Practices Management Committee, which is a joint effort between Department of Environmental Protection, Water Management Districts, Department of Agriculture, and University of Florida. The committee goal is to develop practices for the industry to protect Water quality and conserve quantity. The manual is a resource for lawn care operators, property managers and regulatory bodies.

Go to Girardonline .com for More Information!
Girard has the right equipment to meet your every need and requirement. And for every $250,000 in increased revenue we add 1 Rider, 1 Walk-Behind, 2 Edgers, 2 Trimmers and 2 Blowers. This insures we will always have quality equipment available to correctly maintain the properties and communities we serve.

Go to Girardonline .com for More Information!
Girard employees are BMP Certified. We are also fully licensed and insured. And we have the full resources of TruGreen.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2013

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

PRODUCER
Kuykendall Gardner
1560 Orange Ave Ste 750
Winter Park FL 32789

INSURED
Girard Environmental Services Inc.
701 Codosco Way
PO Box 1119
Sanford FL 32771

COVERAGE
CERTIFICATE NUMBER: 13-14 Corrected Master

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, Term or Condition of ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE "ERM'S, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. UNLESS SHOWN, MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IDENTIFY TYPE OF INSURANCE DEDUCTIBLE 
LIMIT 

A GENERAL LIABILITY 

1. COMMERCIAL GENERAL LIABILITY 

EXCESS OCCUR CLARANCE 

x OCCUR CLARANCE 

EXCESS LIABILITY 

X OCCUR CLARANCE 

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY 

DESCRIPTION OF OPERATIONS/LOCATIONS/Vehicles (Refer to ACORD 22, Addresservital Details, for Name and Address) Certificate holder's interest is reflected as additional insured as respects general liability, if required by written contract, for work performed by or on behalf of the named insured. Blanket Waiver of Subrogation is included on the general liability and worker's compensation, if required by written contract for work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

Insurance Verification Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 22 (2010r65) © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD logo and lock are registered marks of ACORD.
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**DATE** 4/4/2013

**Recognized Identity Name**

**Producer**

Ruykendall Gardner
1560 Orange Ave Ste 750
Winter Park, FL 32789

**INURED**

Gizard Environmental Services Inc.
701 Codisco Way
P O Box 1119
Sanford, FL 32771

**COVERAGES**

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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
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<tr>
<td><strong>General Liability</strong></td>
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**Certificate Number:** 132629

**Insurer:** Smith Insurance Co

**Inception Date:** 2/1/2013

**Expiration Date:** 2/1/2014

**Description of Operations/locations/vehicles**

- 0718455002
- 0718455002

**Waiver of subrogation applies in favor of certificate holder if required by written contract.**

**Certificate Holder**

For Insurance Verification Purposes Only

**Cancellation**

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

Authorized Representative

Jeff - 04/2008

**ACORD 25 (2010/03)**

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W-9

Rev. December 2019

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

Girard Environmental Services, Inc.

Business name/described entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C, C corporation, S, S corporation, or partnership) ▶

☐ Other (see instructions) ▶

Address

791 Codisco Way
City, state, and ZIP code
Sanford, FL 32771

List account number(s) here (optional)

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Chief Executive Officer

Date

April 10, 2013

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your alloation of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. Person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners’ share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
PASCO COUNTY BUSINESS TAX RECEIPT 2013-14

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business. Expires September 30.

Mike Olson
TAX COLLECTOR
PASCO COUNTY FLORIDA

GIRARD ENVIRONMENTAL SERVICES
PO BOX 1119
SANFORD FL 32772-1119

LOCATION ADDRESS:
7802 ANDERSON RD
TAMPA

DATE       RECEIPT       AMOUNT
07/29/13    617064        113.75

CITY OF BRADENTON
LOCAL BUSINESS TAX RECEIPT
2013-2014

In consideration of the sum of $50.00 paid to the City Clerk and Treasurer of the City of Bradenton, Florida, the business or individual listed below has satisfied the Local Business Tax requirements due to engage in or manage a business, profession or occupation within the City of Bradenton.

Site Address: 7802 ANDERSON RD

GIRARD ENVIRONMENTAL SERVICES
PO BOX 1119
SANFORD FL 32772

Receipt #: 941
Issued on: 08/21/2013
Expires: 09/30/2014

This receipt must be posted in a conspicuous location in your place of business. This document is a receipt for the payment of the City of Bradenton Local Business Tax ONLY. Holder must at all times comply with all applicable laws, statutes, ordinances and/or regulations set forth by federal, state and/or local governments.

Go to Girardonline .com for More Information!
Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Jerimy S. O'Neal

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey  C. White  6/4/2010
Issuer  Instructor  Date of Class

Not valid without seal

Joanne Ritchie
DEP Program Administrator

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Arthur M. Crouse

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey  C. White  6/4/2010
Issuer  Instructor  Date of Class

Not valid without seal

Joanne Ritchie
DEP Program Administrator
Certificate of Training

Best Management Practices

Florida Green Industries

The undersigned hereby acknowledges that

Wesley A. Cleaves

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection, with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm

Sanella

2/20/2008

Date of Class

NEP Program Administrator
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL
Date: January 26, 2011
File No.: LF182344
Expires: January 25, 2015
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: January 25, 2015

JEREMY SHANE ONEAL

ADAM PUTNAM, COMMISSIONER

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

TRUGREEN
330 EAST DOUGLAS ROAD
PEST CONTROL FIRM
JH4703
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING May 31, 2014

Signature

Walter C. Culp - Field Boss
BUREAU OF ENTOMOLOGY & PEST CONTROL
1203 GOVERNOR SQUARE BLVD, STE 300
TALLAHASSEE, FLORIDA 32301

This Certifies that
Jason Alberta
has completed a Florida DOT approved Maintenance of
Landscape Intermediate course on 01/10/11.

By Signature: 9/20/2013

This certifies that Roy Weeks
has completed the 10 hour course
on 08/22/2013

Go to Girardonline .com for More Information!
Landscape Design & Installation

Girard has the ability to design and install landscapes, hardscapes, irrigation, lighting, and more.

Go to Girardonline .com for More Information!
Facilities Maintenance

Girard has a Facilities Maintenance Division headed by Dan Franz.

Go to Girardonline .com for More Information!
SITE RELATED SERVICES

- Fencing & Gate Repair
- Asphalt Repair & Resurfacing
- Sealcoating & Striping
- Stormwater Management
- Retention Pond Cleanouts
- Awning &

BUILDING RELATED SERVICES

- Gutter Repair
- Parking Stops & Bollards
- Bulk Trash Removal
- Concrete Repair
- Signage & Lighting Code Enforcement Violations
- Electrical & Plumbing Repairs
- HVAC Maintenance & Repairs
- General Roofing Repairs
- Tenant Cleanouts
- Equipment Maintenance
- Storefront Door & Glass Repairs
- Locksmith Services

Go to Girardonline.com for More Information!
Hurricane / Storm Action Plan

- In the case of storm, the personnel and equipment of Girard Environmental Services, Inc. will be available to property or facility manager for facilitating the landscape debris clean up and access clearance process at the site.

- Mobilization of Girard personnel shall be contingent upon conditions being favorable and lawful for safe transport of crew and equipment. Additional resources will be deployed from unaffected company locations as required.

- The order of priority of this clean up and clearance process to be determined by site contact and communicated to Girard prior to storm event or as soon as possible depending on severity of impact.

- Girard’s Emergency Communication Chain shall be furnished by the local designated contact or Site Representative.

- Girard’s first response shall be to clear entry/exit routes.

- Girard shall when necessary “cut and stack” storm debris out of the way of vehicular and pedestrian traffic.

- Girard may elect to leave stacked debris on site to be picked up at a later date depending on the severity of the damage and location of stack debris.
PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: February 3, 2014
Due Date / Time: February 17, 2014 at 4:00 P.M.
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INVITATION FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Friday February 7, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203. Firms desiring to submit proposals must submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this invitation for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday February 7, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this IFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at tbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Friday February 14, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and eight (8) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO INVITATION FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 9 MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure
to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agree to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 14. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured’s, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Invitation for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer’s facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Invitation for Proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the “District” shall be construed to refer to the Tara Community Development District and the District shall be the legislative authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer’s authorized signature affixed to the proposal attests to this.
TARA
COMMUNITY DEVELOPMENT DISTRICT

INVITATION FOR PROPOSAL
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

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<th>Factor</th>
<th>Description</th>
<th>Points</th>
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<td>Completeness of Proposal</td>
<td>Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.</td>
<td>5</td>
</tr>
<tr>
<td>Experience</td>
<td>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications of Key Personnel</td>
<td>Qualifications of staff, adequacy of labor commitment, training programs for staff.</td>
<td>15</td>
</tr>
<tr>
<td>Machinery, Equipment, and Manpower</td>
<td>Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.</td>
<td>20</td>
</tr>
<tr>
<td>References</td>
<td>Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.</td>
<td>10</td>
</tr>
</tbody>
</table>
| Cost | Cost Proposal will be evaluated using the following formula:  
(Lowest Proposed Cost / Proposer’s Cost) X 30 = Total Cost Points | 30 |
| Total | | 100 |
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday February 25, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before February 17, 2014 at 4:00 P.M. (EST)

TO: Tara Community Development District

FROM: Girard Environmental Services, Inc.

(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

Jim Garrison

I, REPRESENTING Girard Environmental Service Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total $163,697.00

(Contract Total - Parts 1 thru 4)

Girard Environmental Services, Inc.
NAME OF PROPOSER:

11746 Uradco Place, San Antonio, Florida 33576
ADDRESS:

813-298-2975 866-849-0355
PHONE: FAX:

Jim Garrison
SIGNATURE:

Account Executive
PRINTED NAME:

February 17, 2014
DATE:
QUALIFICATION STATEMENT

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PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER’S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Girard Environmental Services, Inc.

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: ________________________________ [Company Name] □ A Partnership
   □ A Corporation □ A Subsidiary Corporation

2. Parent Company Name: ________________________________

3. Parent Company Address:
   701 Codisco Way
   Street Address ________________________________
   1119
   P.O. Box (if any) ________________________________
   Sanford, Florida 32771
   City __________________ State ____________ Zip Code ____________
   Telephone 866-643-1817 Fax no. 866-849-0355
   1st Contact Name Rick Girard Title Co-Founder & CEO
   2nd Contact Name Randy Girard Title Co-Founder & President

4. Proposer Company Address (if different):
   Street Address ________________________________
   P. O. Box (if any) ________________________________
   City __________________ State ____________ Zip Code ____________
   Telephone __________________ Fax no. __________________
   1st Contact Name ____________________________ Title __________________________
   2nd Contact Name ____________________________ Title __________________________

5. List the location of the office from which the proposer would provide services to the District.
   11850 US Highway 301 North
   Street Address ________________________________
   Parrish, Florida 34219
   City __________________ State ____________ Zip Code ____________
   Telephone 866-643-1817 Fax No. 866-849-0355
   1st Contact Name Jerimy O'Neal Title Account Manager
   2nd Contact Name ____________________________ Title __________________________
6. Is the Proposer incorporated in the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:

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

   If no, please explain

   __________________________________________________________

   __________________________________________________________

   Date incorporated ____________________________ Charter No. ____________

   October 27, 1998 H98000019918

6.2 If no, provide the following:

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

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

   If no, please explain

   __________________________________________________________

   __________________________________________________________

   Date incorporated ____________________________ Charter No. ____________

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

7.1 If yes, provide the following:

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

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

   (09) $18.5 Million, (10) $17.5 Million, (11) $19.3 Million.
9. What are the Proposer's current insurance limits?

General Liability $1,000,000 07/01/14
Automobile Liability $1,000,000 07/01/14
Umbrella Coverage $1,000,000 07/01/14
Workers Compensation $1,000,000 07/01/14
Expiration Date 07/01/14

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

The state(s) where barred or suspended ________________
State the period(s) of debarment or suspension ________________

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. ________________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? NO ________________
if so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. ________________
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:
   Sea Crest HOA, Apollo Beach, Neal Lee, HOA President 813-404-3699 $128,000 (4 years)
   Heathrow Master Association, Orlando, $700,000 (since May, 2007)
   The Groves Master Association, Land-O-Lakes,
   Metrowest Master Association, Orlando, Julie Sanchez, PM 407-378-2485 $450,000
   Celebration CDD, Orlando, Brian Smith, PM 407-378-2485 (since February, 2010) $1,100,000

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
   Colonial Grand Apartments Wesley Chapel & Bradenton. Change in Ownership & Pricing

17. List irrigation technicians and include number of years of experience:

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

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

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

   Joe Harrison
   Name
   Tampa Branch Manager
   Position
   Oversees branch operations 25 years 3 years
   Type of Work Yrs. Experience Yrs. With Firm

   Jerimy O'Neal
   Name
   Account Manager
   Position
   Manages contracts & inspections 12 years 2 years
   Type of Work Yrs. Experience Yrs. With Firm

   Nicole Erbel
   Name
   Accounts Receivable
   Position
   AR, Administrative 4 years 4 years
   Type of Work Yrs. Experience Yrs. With Firm
Adrian Leon                                     Irrigation Tech
Name                                            Position
Inspections & Repairs 4 years              4 years
Type of Work       Yrs. Experience     Yrs. With Firm

Jason Brensinger                                     Irrigation Tech
Name                                            Position
Low to High End Irrig. Repairs 10 years          4 years
Type of Work       Yrs. Experience     Yrs. With Firm

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

Girard Environmental Services, Inc.                                         By:
Name of Proposer                                                                [Type Name and Title of Person Signing]

This 11 day of February, 2014.

(Corporate Seal)

Sworn to before me this 11 day of February, 2014.

(Seal)  Amanda Ramos  2/11/14
Notary Public/Expiration Date

AMANDA RAMOS
MY COMMISSION # EE 106594
EXPIRES: February 6, 2016
Bonded thru Notary Public Underwriters
Provide the following information for Officers of the Proposer and parent company, if any.

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Girard</td>
<td>Co-Founder &amp; CEO</td>
<td>Over-all Company operations</td>
<td>Sanford, Florida</td>
</tr>
<tr>
<td>Randy Girard</td>
<td>Co-Founder &amp; President</td>
<td>Over-all Company operations</td>
<td>Sanford, Florida</td>
</tr>
<tr>
<td>Brian Weatherby</td>
<td>Vice President</td>
<td>Business Development</td>
<td>Sanford, Florida</td>
</tr>
<tr>
<td>Jennifer Lopez</td>
<td>Director of Accounting</td>
<td>Accts. Receivable, Payable, HR</td>
<td>Sanford, Florida</td>
</tr>
<tr>
<td>Richard Herbach</td>
<td>Financial Controller</td>
<td>Finances</td>
<td>Sanford, Florida</td>
</tr>
</tbody>
</table>

FOR PARENT COMPANY (if applicable)
AFFIDAVIT FOR INDIVIDUAL

State of ___________________________ ss:

County of ___________________________

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

(Proposer must also sign here)

Sworn to before me this ______ day of ______________, 2014.

_________________________________________________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of Florida ss:
County of Seminole

Brian Weatherly
(title) Vice President
of the Grand Environmental Services

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

(Officer must also sign here)

CORPORATE SEAL.

Sworn to before me this 11th day of February, 2014.

Notary Public/Expiration Date:

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by Girard Environmental Services, Inc. whose business address is Landscape Design, Installation and Maintenance and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3537631

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

3. My name is Brian Weatherby and my relationship to the entity named above is Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

A) A predecessor or successor of a person convicted of a public entity crime; or,

B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ________

Brian Weatherby who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)
space provided above on this ________ day of February ________ 2014.

Amanda Ramos
NOTARY PUBLIC

My commission expires: 12/01/14
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between _____________________________ _____________________________, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) located at _____________________________, and _____________________________ (hereinafter referred to as “Contractor”) located at _____________________________.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

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

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

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM: TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of ______________________ ($ _________) per year as detailed in Exhibit “B”, payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than ________ days after the Notice to Proceed is filed.

V. CONTRACTOR'S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property
affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A-Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor’s insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers’ Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers’ Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contact with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

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

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On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

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

XI. MISCELLANEOUS

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

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District’s successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner: Tara Community Development District
Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: ________________________________
Its: ________________________________
(Title of Authorized Representative)

Date: ______________________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: ________________________________
_______________________________, Chairman

Date: ___________________________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

   MARCH 1 – NOVEMBER 1 – Once a week
   NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

   Chemical edging shall not be permitted anywhere on property.

   AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

   CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. It is the Contractor's responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements. Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

All Bahia Areas: (Make adjustments as necessary per ordinance)

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

All St. Augustine Sod: (Make adjustments as necessary per ordinance)

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

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg MUST be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.
Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants  The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.
If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

*Pest Control shall be included in the Contract Amount.*
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**. Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4” pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

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

PART 1

General Landscape Maintenance $126,937.00 Yr

- Storm Cleanup $35.00/hr (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Girard will have all freeze/frost protection in place by noon of the day before a freezing weather event is expected. Frost blankets will be removed as soon as it is determined the freezing event has past. Does not include the frost blankets.

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

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
  $35.00/hr for employee with hand-held hose
  $65.00/hr for water truck/tanker

PART 2

Fertilization (All labor and materials) $36,060.00 Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb</td>
<td>16-0-8 plus pre em</td>
<td>1 lb/1000</td>
<td>1692 gallons</td>
<td>$4,080.00</td>
</tr>
<tr>
<td>April</td>
<td>16-0-8 weed control</td>
<td>.5 lb/1000</td>
<td>1692 gallons</td>
<td>$4,080.00</td>
</tr>
<tr>
<td>June</td>
<td>0-0-62/weed control</td>
<td>0 lb/1000</td>
<td>1692 gallons</td>
<td>$4,080.00</td>
</tr>
<tr>
<td>October</td>
<td>16-0-8/weeds</td>
<td>1 lb/1000</td>
<td>1692 gallons</td>
<td>$4,080.00</td>
</tr>
</tbody>
</table>
### ST. AUGUSTINE (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>16-0-8 pre em</td>
<td>1 lb/1000</td>
<td>66 gallons</td>
<td>$168.00</td>
</tr>
<tr>
<td>April</td>
<td>16-0-8 weed control</td>
<td>.5 lb/1000</td>
<td>66 gallons</td>
<td>$168.00</td>
</tr>
<tr>
<td>May</td>
<td>16-0-8 Insecticide</td>
<td>0 lbs/1000</td>
<td>66 gallons</td>
<td>$168.00</td>
</tr>
<tr>
<td>July</td>
<td>0-0-60 Insecticide</td>
<td>0 lbs/1000</td>
<td>66 gallons</td>
<td>$168.00</td>
</tr>
<tr>
<td>October</td>
<td>16-0-8 weeds</td>
<td>1 lb/1000</td>
<td>66 gallons</td>
<td>$168.00</td>
</tr>
<tr>
<td>November</td>
<td>16-0-8 weeds</td>
<td>1 lb/1000</td>
<td>66 gallons</td>
<td>$168.00</td>
</tr>
</tbody>
</table>

### ORNAMENTALS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-0-10/micros/l and D</td>
<td>1 lb/1000</td>
<td>750</td>
<td>$1,684.00</td>
</tr>
<tr>
<td>May</td>
<td>8-0-10/micros/l and D</td>
<td>1 lb/1000</td>
<td>750</td>
<td>$1,684.00</td>
</tr>
<tr>
<td>July</td>
<td>(I &amp; D) Insect and Disease</td>
<td>1 lb/1000</td>
<td>250 gallons</td>
<td>$720.00</td>
</tr>
<tr>
<td>October</td>
<td>8-0-10/micros/l and D</td>
<td>1 lb/1000</td>
<td>750</td>
<td>$1,684.00</td>
</tr>
</tbody>
</table>

### PALMS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-0-10/micros</td>
<td>5 lbs/palm</td>
<td>2700 lbs</td>
<td>$3,240.00</td>
</tr>
<tr>
<td>May</td>
<td>8-0-10/micros</td>
<td>5 lbs/palm</td>
<td>2700 lbs</td>
<td>$3,240.00</td>
</tr>
<tr>
<td>September</td>
<td>8-0-10/micros</td>
<td>5 lbs/palm</td>
<td>2700 lbs</td>
<td>$3,240.00</td>
</tr>
<tr>
<td>November</td>
<td>Sul Po Mag</td>
<td>5 lbs/palm</td>
<td>2700 lbs</td>
<td>$3,240.00</td>
</tr>
</tbody>
</table>

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

### SPECIALTY PLANT MATERIALS

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Included as needed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control (All labor and materials) $600.00 Yr
(if all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials) $1,760.00
$ _____ / Yr (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canary/Medjools</td>
<td>10</td>
<td>20</td>
<td>$40.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Reclinata</td>
<td>1</td>
<td>2</td>
<td>$40.00</td>
<td>$160.00</td>
</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $7,400.00/Yr

Freeze Protection (description of ability) Disconnect and drain all above ground
appurtenances should below freezing temperatures be predicted to be sustained for
3 hours or more. Re-energize and pressurize once freeze threat no longer exists.
($45.00 per hour)

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

After hours emergency service hourly rate $55.00/hr. (i.e. broken mainlines,
pump & wells, etc.)

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

Acts of Nature, Vandalism, Pump & Well Repairs, Control System Repairs, Main Line Breaks
(Regardless of size) $55.00 per hour per tech plus materials.

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $14,630.00/Yr
(if both topdressings are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

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

$38.00 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at
$285/CY (app. April)

And

$38.00 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at
$100/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3”
PART 6

Annual Installation (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $1.50/annual plant

$2,250.00

$6,750.00/rotation

$____________/Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page - This is what contract will be written for)

163,697.00

$____________/Yr (initial term)

FIRST ANNUAL RENEWAL

$____________/Yr

163,697.00

SECOND ANNUAL RENEWAL

$____________/Yr

163,597.00

Contractor/Firm Name

Girard Environmental Services, Inc.

701 Codisco Way

Sanford, Florida 32771

866-643-1817

866-849-0355

Firm Address

City/State/Zip

Phone Number

Fax Number

Name and Title of Representative

Jim Garrison, Account Executive

(Please Print)

Representative’s Signature

February 17, 2014

Date

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

1. __________ 2. __________ 3. __________ 4. __________ 5. __________

Dated this __________ day of __________, 2014

58
[END OF SECTION]
February 17, 2014

Tara Community Development District
c/o: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

Re: One Application of Top Choice

This proposal is for one application of Top Choice guaranteed fire ant control for all treated turf and shrub beds within Tara CDD (approximately 22 acres). This does include any turf within (18) eighteen feet of lakes and drainage areas.

Total for one application: $12,744.00

Respectfully,

Jim Garrison
Account Executive
Cell: 813-298-2975
Email: jgaarrison@girardonline.com

Go to Girardonline.com for More Information!
February 17, 2014

Tara Community Development District
c/o: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

Re: Encroachment Recapture

This proposal is for One (1) time per year, between November 1\textsuperscript{st} and February 28\textsuperscript{th}, to recapture encroachments from natural areas which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by Girard Environmental Services (page 42 of bid package).

Total for one time mowing and cutback: $4,730.00

Respectfully,

Jim Garrison
Account Executive
Cell: 813-298-2975
Email: jgaarrison@girardonline.com
30 Day Action Plan

• We will fertilize all plant material as well as begin fertilizing the Palms and Hardwood trees.
• We will fertilize all of the turf that is being serviced as a primary mow.
• We will assess all of the plant material and look for any deficiencies or pest issues.
• We will lift up the understory of all of the hardwood trees to a height of 10 feet.
• We will perform a very thorough assessment of the irrigation system, all of the controllers. We will provide a field report with all of our discoveries along with recommendations to improve the system as well as make any repairs that are necessary.
• We will catalogue photos of the entire property and provide a set of discs to management.
Please note that all of these services will be done in conjunction with the normal maintenance services that are part of the original scope of service. We will also create an action plan for the 2nd 30 days that we are on the property.

Jim Garrison
Account Executive

Go to Girardonline .com for More Information!
This is a Monday thru Thursday Schedule
The Blue Area will be looked at every time we are on site.
Note this is just to get started. Some areas will have to be fine-tuned.
We will revise this map as changes are made.
<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>TOTAL</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Augustine Mowing</td>
<td>42</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>42</td>
<td>Weekly in the summer, and bi-weekly in the winter.</td>
</tr>
<tr>
<td>Bahia Mowing</td>
<td>42</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>42</td>
<td>Weekly in the summer, bi-weekly and monthly in winter.</td>
</tr>
<tr>
<td>Detail (weeding beds, pruning shrubs, small trees, etc.)</td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>12</td>
<td>Property is divided into sections so that each area is weeded monthly and trimming is done according to the needs of the different species.</td>
</tr>
<tr>
<td>Irrigation Inspections</td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>12</td>
<td>All of the property is inspected each month.</td>
</tr>
<tr>
<td>Bahia Turf Hort Program</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>Bahia Turf is fertilized with weed control and insect control applied as needed, pending seasonal conditions and county ordinances. See page 54 of bid package.</td>
</tr>
<tr>
<td>St. Augustine Turf Hort Program</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>St. Augustine Turf is fertilized with weed control and insect control applied as needed, pending seasonal conditions and county ordinances. See page 56 of bid package.</td>
</tr>
<tr>
<td>Tree / Shrub Hort Program</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>Tree / Shrub / Ornamental applications are scheduled per specifications and as shown on page 55 of bid package.</td>
</tr>
<tr>
<td>Palm Program</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>Palms will be fertilized per specification and county ordinances. See page 65 of bid package.</td>
</tr>
<tr>
<td>Mulching</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>Mulch is installed during the months of April and October.</td>
</tr>
<tr>
<td>Annuals</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>Annuals changed 3 times during the year as directed by the District.</td>
</tr>
<tr>
<td>Palm Pruning</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>When trimmed two times. We generally do them in late spring after seed stalks have formed. When 2 times the second trimming will be in October.</td>
</tr>
</tbody>
</table>
THANK YOU

With Girard you get more than landscaping services, you get a company that truly cares about building a strong professional partnership that provides you with unparalleled services.

Thank you for the opportunity to provide you with this proposal. Girard looks forward to serving you!

Go to Girardonline .com for More Information!
Blank Tab
MAINSCAPE

Mainscape, founded in 1980, has grown into one of the leading landscape management companies in America. For over 15 years Mainscape has consistently been ranked by Lawn and Landscape in the Top 100 Companies, most recently ranking as the 22nd largest landscape company nationwide. The company’s strengths and successes are the direct result of a commitment to partner with the customer and to provide the highest standard of customer satisfaction.

Mainscape started on the campus of Ball State University as a mission project and has evolved into a multi-million dollar company with over 700 highly talented and dedicated employees. To deliver the highest quality landscaping services, Mainscape recruits and hires nationally respected leaders in the fields of agronomy, horticulture, and irrigation management. Mainscape’s corporate managers have over 200 years of combined industry experience. Through superior knowledge and technology, this talented collection of industry experts work together to stay on the cutting edge of scientific advancements in landscaping, water, science, and communication services.

Mainscape is big enough to serve you, yet small enough to know you! Staying true to small business values, Mainscape strives to create long-term, successful partnerships with our customers. In order to achieve this, Mainscape hires top field professionals with exceptional communication skills and follow-through service because, ultimately, your satisfaction is our goal.

Go To Mainscape.com For More Information!
LANDSCAPING

Mainscape services all types of clients throughout the country, such as residential communities, commercial properties, and military facilities. To meet the needs and budget for each property, Mainscape has the ability to customize a program for each customer. A visitor’s first impression is formed through a property’s landscape. Therefore, the highest quality service is necessary to care for the property’s landscape maintenance needs. Whether it’s turf care, seasonal plantings, or property detailing, Mainscape will focus on exceeding your expectations.

Mainscape provides exceptional care to the property’s lawn, plants, and soil. A highly qualified team of experts use the latest in lawn care science and technology to keep the property’s landscaping looking its best all year round.
WATER

Professional irrigation-management services consist of routine inspections and repairs of the system's efficiency and uniformity, along with long range planning. Mainscape's irrigation technicians are highly trained to analyze the efficiency of the system's water distribution. By increasing efficiency, water is saved and hot spots can be avoided. Long-range planning is imperative in irrigation management. Mainscape's irrigation team has the ability to provide a cost-benefit analysis to determine if and when the time is right to replace the irrigation system.

Water conservation starts with the adoption of an aggressive water-management program. Mainscape's program has analyzed weather data for the past 30 years to determine the average monthly irrigation demands for a landscape. As part of the water management program, irrigation technicians adjust run times monthly to match historical levels. To ensure current conditions are in line with historical averages, Mainscape's Director of Irrigation monitors environmental conditions weekly. If current conditions deviate, technicians may be dispatched to increase or decrease distribution levels in order to meet the landscape's requirements. Research has shown that Mainscape's water-management program can reduce irrigation consumption by up to 60%. Please visit Mainscape's Knowledge Center at Mainscape.com to learn more.
SCIENCE

Scientific research has led to advanced techniques that promote a healthier approach to landscape maintenance. Mainscape is on the leading edge in scientific and environmental research, working closely with universities nationwide. Visit the Knowledge Center at Mainscape.com for more in-depth information on these techniques and treatments.

Mainscape utilizes “Best Management Practices” in our approach to maintain a property’s landscape. Pesticides and fertilizers can have a high environmental impact on streams, lakes, and ground water in the area; thus, Mainscape takes this responsibility seriously. Upon request, Mainscape can provide a customized fertilization program for any property according to samples taken from the soil. The soil data is analyzed to specifically tailor pesticides, fertilizers, and water to the property’s needs. Periodic testing may be continued on the soil to monitor the condition with necessary adjustments being made. With a custom program, soil receives the right amount of treatment it needs without using unneeded chemicals.
Due to the nature of Mainscape's services, an environmental commitment is standard. Mainscape strives to conserve, promote, and enhance the present and future availability of any property's resources. Mainscape recognizes the importance of sustainable practices for the environment by means of water conservation, water quality, and resource conservation. To align expectations with a sustainable landscape, Mainscape embraces employee education and training for sound fundamental principles.
Mainscape values the customer's time with prompt and reliable service. Keeping the customer informed during the service process helps set Mainscape apart from the competition. The communication process may include e-mails, text messages, phone calls, property inspection reports, site meetings, and photo documentation.

Mainscape views the relationship with each property as a partnership and is committed to being accessible and easy to work with. If an issue arises on the property, Mainscape's communication systems are both efficient and reliable. Mainscape.com features an online request form available 24/7 that is easy to fill out and is automatically submitted to the customer service department.
Mainscape's efficient customer service process provides industry-leading service:

- Mainscape's customer service staff is available to process all service requests. Whether it's an online request or a phone call, a Customer Service Request is entered into the system to begin the process.
- Within a few minutes of the Customer Service Request, an alert is sent to the appropriate Mainscape representative.
- The Mainscape representative then personally speaks with the customer to resolve the issue within 2-4 business days.
- For current and future reference, all service records are stored electronically. This allows for accurate tracking and documentation of all service requests.

Providing the customer with the most up-to-date information about the status of the property is paramount.
At Mainscape, we believe that it is our responsibility to reduce our environmental footprint by exploring the most environmentally friendly equipment, technologies, and energy sources. In 2012, carbon emissions in the US reached a record high, largely stemming from fuel sources produced in foreign countries. In 2013, however, the U.S. experienced a significant reduction in carbon dioxide emissions as a result of "green" energy measures using natural gas. At Mainscape we are working to reduce our carbon footprint by converting to alternative fuel sources, including US produced propane. It's just one more way Mainscape continues to be a leader in environmental stewardship.

Mainscape’s Green Commitment

- Exploring the use of Alternative Fuels on Equipment and Transportation
- Reduce Greenhouse Gasses and CO2 Emissions by using LEEDS approved alternative fuels
- Eliminate the effect of gasoline use and spills
Propane

Propane is not a direct Greenhouse gas when released into the air. Propane’s vapor is commonly removed by natural oxidations in the presence of sunlight or is knocked down by precipitation. Greenhouse gas emissions from fossil fuel combustion represent 80% of total emissions, while propane combustion only represents 1% of total U.S. Greenhouse gas emissions. Propane autogas is an approved alternative fuel listed in both the Clean Air Act of 1990 and the Natural Energy Policy Act of 1992 and 2005.

Propane Power:
- Almost 90% of Propane is Domestically Produced in The U.S.
- Non Toxic and Reduces Toxins up to 80%
- Doesn’t Spill, Pool or Leave Residue
- It’s non toxic and insoluble in water

Gasoline

Gasoline is a direct contributor to Greenhouse gas emissions, and most of the gasoline consumed in the US is produced in foreign countries. Studies have shown that air pollution from one hour of cutting grass on a standard gas powered mower is roughly equivalent to a 350-mile trip in a modern automobile. The EPA estimates that 17 million gallons of fuel, mostly gasoline, are spilled each year when lawn equipment is being refilled. That is more than all the oil in the infamous Exxon Valdez oil spill in the Gulf of Alaska in 1989!

Go To Mainscape.com For More Information!
What Is Propane Autogas?

Clean
24% reduction in Greenhouse Gas (GHG) emissions
20% reduction in Nitrogen Oxide (NOx) emissions
60% reduction in Carbon Monoxide (CO) emissions

Domestic
90% of propane used in U.S. comes from U.S.
7% of propane used in U.S. comes from Canada

Abundant
Most refueling infrastructure of any alternative fuel
Major natural gas shale found in northeast U.S.
Powers over 17 million vehicles worldwide

Go To Mainscape.com For More Information!
THE AVERAGE MOWING CREW CONSISTS OF:

- 3 Mowers
- 2 Trimmers
- 2 Stick Edgers
- 2 Blowers
- 1 Fleet Truck

A mowing crew powered by GASOLINE will consume an average of 35 gallons per work day and emit 833 lbs. of CO₂.

A Mainscape mowing crew powered by PROPAINE & OTHER ALTERNATIVE FUELS will also consume an average of 35 gallons per work day but only emit 533 lbs. of CO₂.

A Mainscape propane powered mowing crew reduces CO₂ Emissions by 40%

HOW BIG IS THE CURRENT CARBON FOOTPRINT ON YOUR PROPERTY?

Go To Mainscape.com For More Information!
PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: February 3, 2014
Due Date / Time: February 17, 2014 at 4:00 P.M.
# PROJECT MANUAL

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INVITATION FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Friday February 7, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203. Firms desiring to submit proposals must submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this invitation for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday February 7, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Proposals for the District work shall be submitted in a sealed package shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this IFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at thbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Friday February 14, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and eight (8) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO INVITATION FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 9 MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure
to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 14. CHANGES/Modifications. The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured’s, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Invitation for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the
protestor; however, if, after completion of a formal protest hearing in which the District prevails,
the bond shall be applied to payment of the costs and attorney fees incurred by the District
relative to the protest. The entire amount of the bond shall be forfeited if the District determines
that a protest was filed for a frivolous or improper purpose, including, but not limited to, the
purpose of harassing, causing unnecessary delay, or causing needless cost for the District or
other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the
criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal
Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date
of proposal opening for the purposes of reviewing the proposals and investigating the
qualifications of the Proposers, prior to executing a contract agreement. During this time, all
provisions of the submitted proposal must be in effect, including pricing. The District may visit
the Proposer’s facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined
as between the time the Invitation for Proposals is issued and the time the respective Boards
award the contract. During this black out period, any attempt to influence the thinking of staff or
officials related to a solicitation for goods or services, in person, by mail, by facsimile, by
telephone, by electronic mail, or by any other means of communication, will result in
disqualification of their award and/or contract. This does not apply to pre-solicitation
conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied
forms with all blank spaces completed. Proposers shall also sign the required forms. Each line
item shall be clearly stated and cover all charges including incidental expenses, applicable taxes,
insurance, overhead and profit. Proposers will not be allowed to make any substitutions in
materials, quantities or frequencies during the proposal process. Proposers shall guarantee that
their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes
of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to
gender shall be construed to include all genders, firms, partnerships and corporations.
References in the singular shall be construed to include the plural and references in the plural
shall be construed to include the singular. Any reference to the “District” shall be construed to
refer to the Tara Community Development District and the District shall be the legislative
authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and
conditions included with the proposal response shall be evaluated or considered and any and all
such additional terms and conditions shall have no force and effect and are inapplicable to the
proposal. If submitted either purposefully through intent or design or inadvertently appearing
separately in transmitting letters, specifications, literature, price lists or warranties, it is
understood and agreed the general and special conditions in this solicitation are the only
conditions applicable to this proposal and the Proposer’s authorized signature affixed to the
proposal attests to this.
This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Completeness of Proposal</td>
<td>Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.</td>
<td>5</td>
</tr>
<tr>
<td>2. Experience</td>
<td>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</td>
<td>20</td>
</tr>
<tr>
<td>3. Qualifications of Key Personnel</td>
<td>Qualifications of staff, adequacy of labor commitment, training programs for staff.</td>
<td>15</td>
</tr>
<tr>
<td>4. Machinery, Equipment, and Manpower</td>
<td>Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.</td>
<td>20</td>
</tr>
<tr>
<td>5. References</td>
<td>Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.</td>
<td>10</td>
</tr>
<tr>
<td>6. Cost</td>
<td>Cost Proposal will be evaluated using the following formula:</td>
<td>30</td>
</tr>
</tbody>
</table>
|                            | \[
|                            | \[
|                            | \[
|                            | \[
|                            | (Lowest Proposed Cost / Proposer’s Cost) \times 30 = Total Cost Points \]
| Total                     |                                                                                                                                                    | 100    |
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday February 25, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT
TO BE SUBMITTED TO:
TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before February 17, 2014 at 4:00 P.M. (EST)

TO: Tara Community Development District
FROM: Mainscape, Inc.
(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

I, ______________________________ REPRESENTING __________________________ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

   A. Annual Total $158,548.00
      (Contract Total - Parts 1 thru 4)

NAME OF PROPOSER: Mainscape, Inc.

ADDRESS: 8413 Laurel Fair Circle Tampa, FL 33610

PHONE: 813-732-2006  FAX: __________________________

SIGNATURE: __________________________

PRINTED NAME: Adam Smith

TITLE: Vice President - Central Florida

DATE: 2/17/14
QUALIFICATION STATEMENT

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PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Mainscape, Inc.

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: ___________________________ ☑ A Partnership
   [Company Name] ☑ A Corporation
   ☐ A Subsidiary Corporation

2. Parent Company Name: ___________________________

3. Parent Company Address:
   13418 Britton Park Road
   Street Address ___________________________
   P.O. Box (if any) ___________________________
   Fishers IN 46038
   City ___________________________ State __________ Zip Code __________
   Telephone 800-481-0096 Fax no. 317-577-3161
   1st Contact Name Adam Smith Title VP
   2nd Contact Name Justin Reviczky Title Director of CFL Services

4. Proposer Company Address (if different):
   Street Address ___________________________
   P. O. Box (if any) ___________________________
   City ___________________________ State __________ Zip Code __________
   Telephone ___________________________ Fax no. ___________________________
   1st Contact Name ___________________________ Title __________
   2nd Contact Name ___________________________ Title __________

5. List the location of the office from which the proposer would provide services to the District.
   7450 Clark Road
   Sarasota FL 34241
   City ___________________________ State __________ Zip Code __________
   Telephone ___________________________ Fax No. ___________________________
   1st Contact Name Adam Smith Title VP

15
6. Is the Proposer incorporated in the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:

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

If no, please explain ________________________________

- Date incorporated __________________ Charter No. __________

6.2 If no, provide the following:

- The State with whom the Proposer’s company is incorporated? Indiana

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

If no, please explain ________________________________

- Date incorporated 1/23/1985 Charter No. 198501-747

- Is the Proposer company authorized to do business in the State of Florida? Yes ☐ No ☐

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

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

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client. (3) Westchase CDD- 3 yrs. - Active, (3) Gateway CDD - 1 yr. - Non-Active, (3) Savannah CDD - 1 yr. - Non-Active.

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

- (09) 13,900,000, (10) 19,000,000, (11) 18,200,000.
9. What are the Proposer's current insurance limits?

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<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella Coverage</td>
<td>$10,000,000</td>
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<tr>
<td>Expiration Date</td>
<td>10/1/2014</td>
</tr>
</tbody>
</table>

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

The state(s) where barred or suspended ______________________________________________________________________________________

State the period(s) of debarment or suspension ______________________________________________________________________________________

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

Yes (☐) No (☐) If so, where and why? ______________________________________________________________________________________

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. N/A

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. ______________________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Mainscape, Inc.
Comparative Balance Sheet
For the Nine Months Ending

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CASH</td>
<td>($512,610.53)</td>
<td>$157,085.93</td>
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<tr>
<td>PAYROLL CHECKING</td>
<td>(19,305.96)</td>
<td>(7,567.30)</td>
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<tr>
<td>SBA ESCROW</td>
<td></td>
<td>549,709.96</td>
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<tr>
<td>ACCOUNTS RECEIVABLE</td>
<td>4,625,252.07</td>
<td>3,242,717.39</td>
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<tr>
<td>ALLOWANCE FOR BAD DEBT</td>
<td>(424,567.22)</td>
<td>(212,093.65)</td>
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<tr>
<td>EMPLOYEE RECEIVABLES</td>
<td>35,230.23</td>
<td>160,452.60</td>
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<tr>
<td>ACCOUNTS RECEIVABLE - OTHER</td>
<td>807,529.71</td>
<td>510,715.34</td>
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<tr>
<td>WORK IN PROGRESS</td>
<td>254,642.00</td>
<td>204,950.67</td>
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<tr>
<td>INVENTORY</td>
<td>532,806.49</td>
<td>643,255.64</td>
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<td>PREPAID AIR</td>
<td>451,989.74</td>
<td>313,085.64</td>
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<td>PREPAID EXPENSES</td>
<td>363,460.72</td>
<td>100,119.31</td>
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<td>FUEL TAX REBATE</td>
<td>12,658.67</td>
<td>22,658.67</td>
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<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>6,127,085.92</td>
<td>5,685,070.20</td>
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<td><strong>FIXED ASSETS</strong></td>
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<tr>
<td>LEASEHOLD IMPROVEMENTS</td>
<td>662,240.62</td>
<td>634,144.72</td>
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<tr>
<td>ACCUM DEPR</td>
<td>(145,463.76)</td>
<td>(119,853.73)</td>
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<td>FURNITURE &amp; FIXTURES</td>
<td>191,968.25</td>
<td>199,273.95</td>
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<td>ACCUM DEPR</td>
<td>(189,976.89)</td>
<td>(195,077.03)</td>
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<td>MACHINERY &amp; EQUIPMENT</td>
<td>9,382,374.96</td>
<td>6,713,354.68</td>
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<td>ACCUM DEPR</td>
<td>(5,081,350.45)</td>
<td>(4,086,873.16)</td>
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<td>IT DEPARTMENT</td>
<td>315,068.45</td>
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<td>ACCUM DEPR</td>
<td>(267,176.74)</td>
<td>(243,352.48)</td>
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<td>ACCUM DEPR</td>
<td>(5,443,739.41)</td>
<td>(4,488,606.28)</td>
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<td><strong>TOTAL FIXED ASSETS</strong></td>
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<td>6,911,678.65</td>
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<td><strong>OTHER ASSETS</strong></td>
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<td>LOAN FEES</td>
<td>175,874.50</td>
<td>175,874.50</td>
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<td>ACCUMULATED AMORTIZATION</td>
<td>(175,874.50)</td>
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<td><strong>TOTAL OTHER ASSETS</strong></td>
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<td><strong>TOTAL ASSETS</strong></td>
<td><strong>15,963,383.28</strong></td>
<td><strong>12,744,494.81</strong></td>
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<tr>
<td></td>
<td>2013</td>
<td>2012</td>
</tr>
<tr>
<td>--------------------------</td>
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<tr>
<td><strong>LIABILITIES</strong></td>
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<tr>
<td><strong>CURRENT LIABILITIES</strong></td>
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<td>ACCOUNTS PAYABLE</td>
<td>$2,221,057.55</td>
<td>$2,230,679.68</td>
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<td>UNEARNED REVENUE</td>
<td>(1,588,992.64)</td>
<td>(1,780,728.55)</td>
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<td>LINE OF CREDIT</td>
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<td>771,813.43</td>
<td>518,012.78</td>
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<td>FEDERAL TAX WITHHOLDING</td>
<td>3,444.53</td>
<td>504.42</td>
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<td>FICA WITHHOLDING</td>
<td>(7,539.55)</td>
<td>982.10</td>
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<td>STATE TAX WITHHOLDING</td>
<td>41,947.55</td>
<td>29,821.15</td>
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<td>CALIFORNIA STATE WITHHOLDING</td>
<td>459.21</td>
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<td>ACCRUED FICA PAYABLE</td>
<td>(547.17)</td>
<td>601.55</td>
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<td>SDI</td>
<td>4,257.45</td>
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<td>74,174.73</td>
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<td>SECTION 125 MED REIMBURSEMENT</td>
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<td>GARNISHMENTS</td>
<td>3,012.36</td>
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<td>LOAN 401K</td>
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<td>401K</td>
<td>(125.21)</td>
<td>(88.40)</td>
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<td>DEFERRED COMP PLAN</td>
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<td>26,728.92</td>
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<td>ACCRUED USE TAX</td>
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<td>5,667.88</td>
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<td>7,229,958.29</td>
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<td><strong>LONG-TERM LIABILITIES</strong></td>
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<td>EQUIPMENT NOTE</td>
<td>3,080,000.00</td>
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<td>CAPITAL LEASES</td>
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<td>2 YEAR EQUIPMENT NOTE</td>
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<td>SELLER DEBT</td>
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<td>5,229,918.86</td>
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<td><strong>TOTAL LONG-TERM LIABILITIES</strong></td>
<td>16,406,269.34</td>
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<td><strong>TOTAL LIABILITIES</strong></td>
<td>24,639,718.33</td>
<td>23,075,810.81</td>
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<td><strong>EQUITY</strong></td>
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<tr>
<td>COMMON STOCK</td>
<td>12,365.13</td>
<td>12,365.13</td>
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<tr>
<td>ADDITIONAL PAID IN CAPITAL</td>
<td>581,192.60</td>
<td>581,192.60</td>
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<td>STOCK REDEMPTION</td>
<td>(12,650,000.00)</td>
<td>(12,650,000.00)</td>
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<td>SHAREHOLDERS DISTRIBUTIONS</td>
<td>(258,744.69)</td>
<td>(432,606.00)</td>
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<td>RETAINED EARNINGS</td>
<td>2,404,310.55</td>
<td>1,967,425.48</td>
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<td>CURRENT YEAR EARNINGS</td>
<td>1,234,541.36</td>
<td>190,306.79</td>
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<td><strong>TOTAL EQUITY</strong></td>
<td>(8,676,335.05)</td>
<td>(10,331,316.00)</td>
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<tr>
<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
<td>15,963,383.28</td>
<td>12,744,494.81</td>
</tr>
<tr>
<td>Period 2</td>
<td>Prior Year Period</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>Actual</td>
<td>%</td>
<td>Plan</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
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<tr>
<td>MOVING REVENUE</td>
<td>$2,256,545</td>
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<tr>
<td>FERTILIZATION REVENUE</td>
<td>283,283</td>
<td>5.71%</td>
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<tr>
<td>LANDSCAPE INSTALL REVENUE</td>
<td>277,809</td>
<td>5.69%</td>
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<td>LANDSCAPE MAINT REVENUE</td>
<td>1,161,692</td>
<td>23.98%</td>
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<tr>
<td>INSHRED REMVAL</td>
<td>146,498</td>
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<tr>
<td>AQUATICS</td>
<td>2,430</td>
<td>0.05%</td>
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<tr>
<td>CONS</td>
<td>18,901</td>
<td>0.38%</td>
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<tr>
<td>INSECTATION</td>
<td>293,280</td>
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<tr>
<td>SNOW REMVAL</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>DISCOUNTS TAKEN</td>
<td>(3,370)</td>
<td>-0.06%</td>
</tr>
<tr>
<td>Snow-night</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
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</table>

Total Revenue: 4,941,430 (100.00%) 4,636,835 (100.00%) 324,596 2,838,019 (100.00%) 42,807,024 (100.00%) 40,081,415 (100.00%) 1,849,929 35,650,909 (100.00%)

EXPENSES

<table>
<thead>
<tr>
<th>Period 2</th>
<th>Prior Year Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>%</td>
</tr>
<tr>
<td>MAINCATEX, INC.</td>
<td>Income Statement - Actual vs. Budget</td>
</tr>
<tr>
<td>SUMMARY OF ALL UNITS</td>
<td>For the Nine Months Ending September 30, 2013</td>
</tr>
<tr>
<td>GROSS PROFIT</td>
<td>2,129,434</td>
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<td>UGROSS PROFIT</td>
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EXPENSES

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<th>Period 8</th>
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<th>Prior Year Period</th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>%</td>
<td>Plan</td>
<td>%</td>
<td>Variance</td>
<td>Actual</td>
<td>%</td>
<td>Plan</td>
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<td>4.05%</td>
<td>$246,769</td>
<td>5.56%</td>
<td>$(55,147)</td>
<td>$241,453</td>
<td>5.18%</td>
<td>$1,852,944</td>
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<td>BAD DEBT RESERVE</td>
<td>(175,646)</td>
<td>-2.54%</td>
<td>10.00%</td>
<td>0.00%</td>
<td>(175,646)</td>
<td>29,337</td>
<td>0.74%</td>
<td>112,206</td>
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<td>MISCELLANEOUS INCOME</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>STOCK REDUCTION INTEREST EXP</td>
<td>57,517</td>
<td>1.10%</td>
<td>90,000</td>
<td>1.20%</td>
<td>(3,483)</td>
<td>57,517</td>
<td>1.48%</td>
<td>999,990</td>
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<td></td>
<td>319,885</td>
<td>6.45%</td>
<td>186,779</td>
<td>4.29%</td>
<td>121,106</td>
<td>294,878</td>
<td>3.96%</td>
<td>1,234,542</td>
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<td></td>
<td>722,334</td>
<td>14.40%</td>
<td>584,828</td>
<td>12.61%</td>
<td>142,456</td>
<td>435,900</td>
<td>12.30%</td>
<td>4,509,902</td>
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<td></td>
<td>291,866</td>
<td>6.00%</td>
<td>212,128</td>
<td>4.67%</td>
<td>79,738</td>
<td>174,722</td>
<td>2.85%</td>
<td>5,407,734</td>
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</tbody>
</table>
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:
   Valencia Lakes - Gwen Lancaster - $1,000,000+ - 5 yrs
   Southshore Falls - Cathy Sobrito - $850,000 - 5 yrs
   Esplanade at Siesta Key - Ken Stokes - $75,000 - 1 yr.
   Reserve at Crossing Creek - Casey Gant - $60,000 - 1 yr.
   Westchase CDD - Doug Mays - $750,000 - 3 yr

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
   Cypress Falls - David Kanarek- 561-775-3080 - Internal Management Change
   Solterra CDD - Malik Aagaard- 407-529-8915 - Vendor Preference -Developer

17. List irrigation technicians and include number of years of experience:
   Eduardo Colon - 8ys. CLIA,
   Mike Amos - 11yrs.
   Jason Meeder - 10 yrs.

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Riles</td>
<td>Branch Manager</td>
</tr>
<tr>
<td>Leadership &amp; Training</td>
<td>2 yrs</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>Ted Eversoll</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>All Maintenance Activities</td>
<td>12 yrs</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eduardo Colon</td>
<td>Regional Agronomy Mgr</td>
</tr>
<tr>
<td>Irrigation &amp; Fertilization</td>
<td>11 yrs</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Yrs. Experience</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td>Adam Smith</td>
<td>VP - Central Florida</td>
</tr>
<tr>
<td>Client Relations 20</td>
<td>1</td>
</tr>
<tr>
<td>Type of Work Yrs. Experience</td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Reviczky</td>
<td>Director</td>
</tr>
<tr>
<td>Estimating; Account Management</td>
<td>7</td>
</tr>
<tr>
<td>Type of Work Yrs. Experience</td>
<td>Yrs. With Firm</td>
</tr>
</tbody>
</table>

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

Mainscape Inc.  
Name of Proposer

By:  
[Type Name and Title of Person Signing]

This 17th day of February, 2014.

(Corporate Seal)

Sworn to before me this 17th day of February, 2014.

(Seal)  
Notary Public/Expiry Date

JOSHUA BETSCHNER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission Expires 1/7/2018
## CORPORATE OFFICERS

**Company Name:** Mainscape  
**Date:** 2/17/14

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

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Mazanowski</td>
<td>CEO</td>
<td></td>
<td>Fishers, IN</td>
</tr>
<tr>
<td>Mark Forsythe</td>
<td>President</td>
<td></td>
<td>Fishers, IN</td>
</tr>
<tr>
<td>Bruce Torrance</td>
<td>CFO</td>
<td></td>
<td>Fishers, IN</td>
</tr>
</tbody>
</table>

FOR PARENT COMPANY (if applicable)
AFFIDAVIT FOR INDIVIDUAL

State of __________________________ ss:

County of __________________________

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

(Proposer must also sign here)

Sworn to before me this ______ day of ____________, 2014.

__________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of __________________________ ss:

County of __________________________

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

______________________________
(Signature of a General Partner is Required)

Sworn to before me this _______ day of ______________, 2014.

______________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of Indiana ss:
County of Marion

V. Adams Smith
VP - Central Florida
of the Manscoes

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 17th day of February, 2014.

Notary Public/Expiration Date:

(SEAL)

JOSHUA BETSCHNER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF078767
Expires 1/7/2018
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by ___________ Mainscape, Inc.

   (Print Name of Entity Submitting Sworn Statement)

   whose business address is ________________
   8413 Laurel Fair Circle Suite 200 Tampa FL
   33610

   and (if applicable) its Federal Employer Identification Number (FEIN) is ________

   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: ________________________________.)

3. My name is ___________ Adam Smith ___________ and my relationship to the

   entity named above is ___________ VP of Central Florida - Mainscape

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida

   Statutes, means a violation of any state or federal law by a person with respect to and
   directly related to the transaction of business with any public entity or with an agency or
   political subdivision of any other state or with the United States, including, but not limited
   to, any bid or contract for goods or services to be provided to any public entity or an
   agency or political subdivision of any other state or of the United States and involving
   antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
   misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b),

   Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or
   without an adjudication of guilt, in any federal or state trial court of record relating to
   charges brought by indictment or information after July 1, 1989, as a result of jury verdict,
   nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes,

   means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management
      of the entity and who has been convicted of a public entity crime. The term
      "affiliate" includes those officers, directors, executives, partners, shareholders,
      employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in
another person, or a pooling of equipment or income among persons when not for
fair market value under an arm's length agreement, shall be a prima facie case that
one person controls another person. A person who knowingly enters into a joint
venture with a person who has been convicted of a public entity crime in Florida
during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes,
means any natural person or entity organized under the laws of any state or of the United
States with the legal power to enter into a binding contract and which bids or applies to
bid on contracts for the provision of goods or services let by a public entity, or which
otherwise transacts or applies to transact business with a public entity. The term "person"
includes those officers, directors, executives, partners, shareholders, employees, members,
and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in
relation to the entity submitting this sworn statement. (Please indicate which statement
applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Vernon

Adam Smith (name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 17th day of February 2014.

My commission expires: Joshua Betchner
Notary Public
State of Florida
Comm. # FF076767
Expires 1/7/2018

Date: 2/7/14
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between ___________________________ a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ___________________________ and ___________________________ (hereinafter referred to as "Contractor") located at ___________________________.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as Exhibit "C". In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".
While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of $\ldots$ per year as detailed in Exhibit “B”, payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

**IV. TIME OF COMMENCEMENT**

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than ______ days after the Notice to Proceed is filed.

**V. CONTRACTOR'S REPRESENTATIONS**

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

**VI. DUTIES AND RIGHTS OF CONTRACTOR**

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property
affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

**VII. INDEMNIFICATION**

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

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

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

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

**VIII. INSURANCE**

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A-Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. **WORKERS’ COMPENSATION:** Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.
On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

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

XI. MISCELLANEOUS

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

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District’s successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner:

Tara Community Development District

Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: ____________________________
Lts: ____________________________
(Title of Authorized Representative)

Date: __________________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: ____________________________
______________________________, Chairman

Date: _________________________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 — Once a week
NOVEMBER 1 – MARCH 1 — Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING — All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrub shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

**Palms:** All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL**
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. It is the Contractor’s responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements. Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

All Bahia Areas: (Make adjustments as necessary per ordinance)

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

All St. Augustine Sod: (Make adjustments as necessary per ordinance)

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

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

- 3 Times a year – (March, June, October)
- 10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

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

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants  The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.
If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

**Pest Control shall be included in the Contract Amount.**
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assignee prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4” pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

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

PART 1

General Landscape Maintenance  $122,842 Yr

- Storm Cleanup $35/hr (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) Provide labor to place freeze cloth (cloth provided by the District) to cover cold sensitive plantings in the event of freezing temperatures.

$840/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
  $35/hr for employee with hand-held hose
  $50/hr for water truck/tanker

PART 2

Fertilization  (All labor and materials)  $10,672 Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
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<td>February</td>
<td>10-2-10 with Dimension</td>
<td>1 lb N/1,000</td>
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<td>20-2-10</td>
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### ST. AUGUSTINE (per specifications in Part 2)

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<td>20-2-10</td>
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### ORNAMENTALS (per specifications in Part 2)

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### PALMS (per specifications in Part 2)

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<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>8-2-12</td>
<td>1.5 lbs/Palm</td>
<td>795</td>
<td>$1,327</td>
</tr>
<tr>
<td>May</td>
<td>8-2-12</td>
<td>1.5 lbs/Palm</td>
<td>795</td>
<td>$1,327</td>
</tr>
<tr>
<td>August</td>
<td>8-2-12</td>
<td>1.5 lbs/Palm</td>
<td>795</td>
<td>$1,327</td>
</tr>
<tr>
<td>November</td>
<td>8-2-12</td>
<td>1.5 lbs/Palm</td>
<td>795</td>
<td>$1,327</td>
</tr>
</tbody>
</table>

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

### SPECIALTY PLANT MATERIALS

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<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
</table>

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

55
**PART 3**

**Pest Control** (All labor and materials) $\underline{2,028}$ Yr

(if all pesticide allowance is required)

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

__OTC Injections will be performed at the discretion of the District’s BOS’s__

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

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

$\underline{\text{(based on quantities below)}}$

(OCT injections per specs - do not include in Grand Total)

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
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<tbody>
<tr>
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The CDD reserves the right to subcontract out any and all OTC Injection events.
PART 4

Irrigation (All labor and materials) $23,006 /Yr

Freeze Protection (description of ability) Turn off controllers and manual POC per freeze event.

$225 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $55/hr. (i.e. broken mainlines, pump & wells, etc.)

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

Labor for Wire Tracking - $65/hour

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $29,364 / Yr (if both topdressings are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

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

330 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at $44.49/CY (app. April)

And

330 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at $44.49/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"
PART 6

Annual Installation (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $1.34/annual plant

$2,010

$6,030/rotation

$6,030/Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page - This is what contract will be written for)

158,548

$158,548/Yr (initial term)

FIRST ANNUAL RENEWAL $158,548/Yr

SECOND ANNUAL RENEWAL $158,548/Yr

Contractor/Firm Name Mainscape Inc.

Firm Address 8413 Laurel Fair Cir Ste 200

City/State/Zip Tampa FL 33610

Phone Number 813-732-2006 Fax Number

Name and Title of Representative Adam Singh

Representative’s Signature

Date 2/17/14

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

1. 2. 3. 4. 5.

Dated this __________________ day of __________________, 2014

58
February 17, 2014

Tara CDD

Additional services pricing addendum 1

- Application of Top Choice on turf areas at Amenity Center $260.00 per application.

Submitted by [Signature] 2/17/14
February 17, 2014

Tara CDD

Additional services pricing addendum 2

- Cut back of vegetation to conservation line per occurrence $3,265.00

[Signature]

Submitted by [Name]

Date 2/17/14
Blank Tab
West Bay LANDSCAPE

Tara Community Development District
Landscape Maintenance Specifications

Servicing our Clients Needs Since 1983
tel 941.753.8225  fax 941.727.8416
February 17, 2014

Tara Community Development District
C/O Tyree Brown
Rizzetta & Company, Inc.
3434 Colwell Avenue Suite 200
Tampa, FL 33614

Dear Tyree,

West Bay Landscape is pleased to have the opportunity to provide our proposal for services for the Tara Community Development District.

Why should your community choose West Bay?

- Because we manage the landscape, concerns are minimized
- Our specifications are clear in frequency of activities being provided
- Because we maintain many premier properties in Sarasota and Manatee counties, we are always in the area. This allows us to facilitate service requests in a very timely manner. Some of the properties that we maintain include Palma Sola Trace, Perico Bay Club, Meadow Croft South, Pine Bay Forest, Waterway, Mariner’s Cove, Tidy Island and the Tara Master Association.
- Access to ownership
- Locally owned and operated since 1983

Please find enclosed our submittals which include our comprehensive service specifications with pricing, a service contract, our vendor qualifications and a partial list of references. Our proposed service specifications are very comprehensive and would afford West Bay Landscape every opportunity to enhance the current aesthetics of your community.

We truly hope this information affords West Bay a favorable consideration. Please review the enclosed proposal package and contact me should you have any questions. I can be contacted on my cell at (941) 544-6316 or by leaving a message at our office (941) 753-8225. Also, you are encouraged to visit our web site at (www.wblcompany.com).

We look forward to having the opportunity to discuss our proposal with you.

Best Regards,

Ed Coil
Business Development & Account Management
PROJECT MANUAL FOR INVITATION FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
("District")

Date of Issue: February 3, 2014
Due Date / Time: February 17, 2014 at 4:00 P.M.
PROJECT MANUAL
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INVITATION FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT

Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Friday February 7, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203. Firms desiring to submit proposals must submit one (1) original and eight (8) hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this invitation for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring
to submit proposals for this project must attend a mandatory pre-proposal meeting on Friday
February 7, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community
Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and eight (8)
hard copies of the required proposal no later than Monday February 17, 2014 at 4:00 p.m. (EST)
at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. Proposals for
the District work shall be submitted in a sealed package shall bear the name of the proposer on
the outside of the package and shall clearly identify the project. Proposals may be either mailed
or hand-delivered. Proposals received after the time and date stipulated above will not be
considered. Any proposal not completed as specified or missing the required proposal documents
may be disqualified at the District's discretion. Firms or individuals submit their proposals on a
voluntary basis and therefore are not entitled to compensation of any kind. The District shall not
be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All
costs to prepare and submit a response to this IFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms,
affidavits, and acknowledgments for which signature and notary blocks are provided. If the
proposal is made by an individual, that person's name and business address shall be shown. If
made by a partnership, the name and business address of an authorized member of the firm or
partnership shall be shown. If made by a corporation, the person signing the proposal shall show
the name of the state under the laws of which the corporation was chartered. In addition, the
proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file
with the proposal legal evidence of his/her authority to do so. All proposals must be completed
in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a
single line through the entered figure and enter the corrected figure above it. Corrections must
be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal,
the Proposer shall carefully read the scope and specifications and fully inform itself as to all
existing conditions and limitations. Submitting a proposal is a certification by the Proposer that
the Proposer is familiar with the scope and specifications as well as all areas where work is to be
performed. No additional compensation or relief from any obligations of the contract agreement
will be granted because of lack of knowledge of the site or conditions under which the
contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is
assumed to be familiar with the District's operating rules and procedures, as well as all federal,
state, and local laws, ordinances, rules and regulations that in any manner affect the provision of
the requested services. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at tbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Friday February 14, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and eight (8) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO INVITATION FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 9 MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Monday February 3, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure
to supply any requested information and submit fully completed forms may result in
disqualification. The District reserves the right to request additional information if clarification is
necessary.

**SECTION 12. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

**SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM.** Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This IFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

**SECTION 14. CHANGES/MODIFICATIONS.** The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 15. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured’s, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

**SECTION 16. INDEMNIFICATION.** The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Invitation for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District’s decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the 
protester; however, if, after completion of a formal protest hearing in which the District prevails, 
the bond shall be applied to payment of the costs and attorney fees incurred by the District 
relative to the protest. The entire amount of the bond shall be forfeited if the District determines 
that a protest was filed for a frivolous or improper purpose, including, but not limited to, the 
purpose of harassing, causing unnecessary delay, or causing needless cost for the District or 
other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the 
criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal 
Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date 
of proposal opening for the purposes of reviewing the proposals and investigating the 
qualifications of the Proposers, prior to executing a contract agreement. During this time, all 
provisions of the submitted proposal must be in effect, including pricing. The District may visit 
the Proposer's facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined 
as between the time the Invitation for Proposals is issued and the time the respective Boards 
award the contract. During this black out period, any attempt to influence the thinking of staff or 
of officials related to a solicitation for goods or services, in person, by mail, by facsimile, by 
telephone, by electronic mail, or by any other means of communication, will result in 
disqualification of their award and/or contract. This does not apply to pre-solicitation 
conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied 
forms with all blank spaces completed. Proposers shall also sign the required forms. Each line 
item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, 
insurance, overhead and profit. Proposers will not be allowed to make any substitutions in 
materials, quantities or frequencies during the proposal process. Proposers shall guarantee that 
their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes 
of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to 
gender shall be construed to include all genders, firms, partnerships and corporations. 
References in the singular shall be construed to include the plural and references in the plural 
shall be construed to include the singular. Any reference to the “District” shall be construed to 
refer to the Tara Community Development District and the District shall be the legislative 
authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and 
conditions included with the proposal response shall be evaluated or considered and any and all 
such additional terms and conditions shall have no force and effect and are inapplicable to the 
proposal. If submitted either purposefully through intent or design or inadvertently appearing 
separately in transmitting letters, specifications, literature, price lists or warranties, it is 
understood and agreed the general and special conditions in this solicitation are the only 
conditions applicable to this proposal and the Proposer’s authorized signature affixed to the 
proposal attests to this.
TARA
COMMUNITY DEVELOPMENT DISTRICT

INVITATION FOR PROPOSAL
EXTerior LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

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<th>Factor</th>
<th>Description</th>
<th>Points</th>
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| 1.     | Completeness of Proposal  
Completeness of response in accordance with IFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness. | 5 |
| 2.     | Experience  
Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor. | 20 |
| 3.     | Qualifications of Key Personnel  
Qualifications of staff; adequacy of labor commitment, training programs for staff. | 15 |
| 4.     | Machinery, Equipment, and Manpower  
Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. | 20 |
| 5.     | References  
Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff. | 10 |
| 6.     | Cost  
Cost Proposal will be evaluated using the following formula:  
\[(\text{Lowest Proposed Cost} / \text{Proposer's Cost}) \times 30 = \text{Total Cost Points}\] | 30 |

Total  
100
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

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

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this IFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday February 25, 2014 at 10am.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TARA
COMMUNITY DEVELOPMENT DISTRICT
 c/o Tyree Brown, Operations Manager
on or before February 17, 2014 at 4:00 P.M. (EST)

TO: Tara Community Development District

FROM: West Bay Landscape, Inc.

(Proposer)

In accordance with the Invitation for Proposals for Exterior Landscape and Irrigation Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

Ron Sikkema

I, __________________________________________ REPRESENTING ______________ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total $140,060

(Contract Total - Parts 1 thru 4)

NAME OF PROPOSER: West Bay Landscape, Inc.

6009 15th St. E., Bradenton, FL 34203

ADDRESS:

941-765-8225

941-727-8416

PHONE: FAX:

SIGNATURE: ______________________________

Ronald Sikkema

PRINTED NAME:

President

TITLE:

DATE: 02/17/2014
QUALIFICATION STATEMENT

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TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

West Bay Landscape, Inc.

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: ____________________________ ☐ A Partnership
   [Company Name] ☑ A Corporation
   ☐ A Subsidiary Corporation
   West Bay Landscape, Inc.

2. Parent Company Name: ____________________________

3. Parent Company Address:
   6009 15th St. E
   Street Address ____________________________
   P.O. Box (if any) ____________________________
   Bradenton FL 34203
   City ____________________________ State _____________ Zip Code __________
   Telephone 941-765-8225 941-727-8416
   Fax no. ____________________________
   1st Contact Name ____________________________ Title ____________________________
   2nd Contact Name ____________________________ Title ____________________________

4. Proposer Company Address (if different):
   Street Address ____________________________
   P. O. Box (if any) ____________________________
   City ____________________________ State _____________ Zip Code __________
   Telephone ____________________________ Fax no. ____________________________
   1st Contact Name ____________________________ Title ____________________________
   2nd Contact Name ____________________________ Title ____________________________

5. List the location of the office from which the proposer would provide services to the District.
   6009 15th St. E.
   Street Address ____________________________
   Bradenton FL 34203
   City ____________________________ State _____________ Zip Code __________
   Telephone 941-765-8225 941-727-8416
   Fax no. ____________________________
   1st Contact Name ____________________________ Title ____________________________
   President ____________________________
   2nd Contact Name ____________________________ Title ____________________________
6. Is the Proposer incorporated in the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:

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

If no, please explain ____________________________

______________________________

- Date incorporated 5/1/1981 Charter No. F32983

6.2 If no, provide the following:

- The State with whom the Proposer’s company is incorporated? _____________

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

If no, please explain ____________________________

______________________________

- Date incorporated ______________ Charter No. ______________

- Is the Proposer company authorized to do business in the State of Florida? Yes ☐ No ☐

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

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

7.1 If yes, provide the following:

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

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>983,000</td>
</tr>
<tr>
<td>2010</td>
<td>1,080,960</td>
</tr>
<tr>
<td>2011</td>
<td>1,275,650</td>
</tr>
</tbody>
</table>

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

- General Liability: $1,000,000
- Automobile Liability: $1,000,000
- Umbrella Coverage: $1,000,000
- Workers Compensation: $1,000,000
- Expiration Date: 03/28/2014

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

The state(s) where barred or suspended ____________
State the period(s) of debarment or suspension ____________

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

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

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. None. ____________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No. If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. ____________
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:
   - Perico Bay Club (17 Associations), Valerie Kruse, 941-361-1222, $400,000, 22 years
   - Palma Sola Trace, Patrick Dooley, 727-767-3461, $352,400, 9 years
   - Tidy Island, Bob McGinley, 941-794-2966, $155,000, 13 years
   - Sienna, Jay Anthony, 941-932-3322, $98,500, 7 years
   - River Harbor West, Tom Condron, 941-779-2223, $43,800, 7 years

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
   - Wild Oak Bay Terraces, Dan Dell'Ami, (941) 358-3366, Preferred smaller vendor
   - Serendipity Country Club, Sharon Bogaert, (941) 922-1591, Pricing
   - Hidden Bay Neighborhood Association

17. List irrigation technicians and include number of years of experience:
   - Joel French (Mgr) - 27, Ken Vanderbent (Ast Mgr) - 28, Jose Garcia - 9, Juan Cruz - 13
   - David Gough - 7, Justin Besteman - 3, Robert Howard - 6

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Type of Work</th>
<th>Yrs. Experience</th>
<th>Yrs. With Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Alicky</td>
<td>Account Manager</td>
<td>Landscape Management/Horticultural</td>
<td>29</td>
<td>3</td>
</tr>
<tr>
<td>Joel French</td>
<td>Irrigation Manager</td>
<td>Irrigation</td>
<td>22</td>
<td>20</td>
</tr>
<tr>
<td>Terry Lipman</td>
<td>IPM Division Manager</td>
<td>Agronomy / Fertilization I&amp;D</td>
<td>27</td>
<td>4</td>
</tr>
</tbody>
</table>
The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services invitation for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

West Bay Landscape Inc.                                      By: M M M
Name of Proposer                                              [Type Name and Title of Person Signing]

This 17th day of February, 2014.

(Corporate Seal)

Sworn to before me this 17th day of February, 2014.

(Seal) Notary Public/Expiration Date
CORPORATE OFFICERS

West Bay Landscape, Inc.

Company Name ____________________________

Date 02/17/2014

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

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ronald Sikkema</td>
<td>President</td>
<td>Daily Operations</td>
<td>1903 91st St. NW, Bradenton, FL</td>
</tr>
<tr>
<td>Ronald Lunk</td>
<td>Vice President</td>
<td>Daily Operations</td>
<td>2014 84th St. Circle NW, Bradent</td>
</tr>
</tbody>
</table>

FOR PARENT COMPANY (if applicable)
AFFIDAVIT FOR INDIVIDUAL

State of __________________________ ss:

County of __________________________

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

_______________________________
(Proposer must also sign here)

Sworn to before me this _______ day of ____________, 2014.

_____________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of __________________________ ss:
County of __________________________

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

________________________
(Signature of a General Partner is Required)

Sworn to before me this ______ day of ____________, 2014.

________________________
Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of Florida ss:
County of Manatee

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

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 17th day of February, 2014.

Notary Public/Expiration Date:

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by __West Bay Landscape, Inc.__
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is __6009 15th St. E, Bradenton, FL 34203__

   and (if applicable) its Federal Employer Identification Number (FEIN) is __592260336__

   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: _______________________________.

3. My name is __Ron Sikkema__ and my relationship to the
   entity named above is __President of the Corporation__

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

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The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ________

Ronald Sikkema who, after first being sworn by me, affixed his/her signature in the (name of individual signing)
space provided above on this 17th day of February, 2014.

NOTARY PUBLIC

My commission expires:

ROBERT A SALLYERS
MY COMMISSION # EE 138795
EXPIRES: January 21, 2016
Bonded Thrift Budget Notary Services
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract") is made between Tara, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at 7340 Tara Preserve Lane, and West Bay Landscape, Inc. (hereinafter referred to as "Contractor") located at 6009 15th St. E., Bradenton, FL 34203.

RECITALS

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

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

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

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

I. INCORPORATION OF RECITALS

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

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as Exhibit "C". In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".

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

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of ______________________ ($____________) per year as detailed in Exhibit “B”, payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's
Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than 30 days after the Notice to Proceed is filed.

V. CONTRACTOR'S REPRESENTATIONS

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

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for
which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

4. Payment of Taxes, Procurement of Licenses and Permits. Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property
affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

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

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

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

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

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS' COMPENSATION: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.
In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below.
No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.

9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.
On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY’S FEES

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

XI. MISCELLANEOUS

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

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District’s successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original IFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner: Tara Community Development District

Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor: West Bay Landscape, Inc.
6009 15th St. E.
Bradenton, FL 34203
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

**CONTRACTOR**

By: ____________________

Its: ____________________

(Title of Authorized Representative)

Date: 2 - 17 - 14

**OWNER**

TARA COMMUNITY DEVELOPMENT DISTRICT

By: ____________________

_____________________, Chairman

Date: _______________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE
AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.
3) TREE AND SHRUB CARE — All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalks, nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrub will not be clipped into balled or boxed forms unless such forms are required by design. Shrub shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarps shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) WEEDS AND GRASSES — All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL
NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.

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

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

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

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

9) ENCROACHMENT RECAPTURE One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.
PART 2

FERTILIZATION

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor's responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HI-LITES OF THE ORDINANCE:

**NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.**

**FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.**

**NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.**

**FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.**

**All Bahia Areas: (Make adjustments as necessary per ordinance)**

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

**All St. Augustine Sod: (Make adjustments as necessary per ordinance)**

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

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and
in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs 1000 sq ft

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

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.
Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

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

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

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

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

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

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

**FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

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

*Pest Control shall be included in the Contract Amount.*
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 42 zones, 6 irrigation controllers, 4 pump stations and +/- 1 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

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

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

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

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

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

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

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

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

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

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

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

The CDD reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately fifteen hundred (1,500) annuals in 4" pots up to three (3) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

1. Northeast corner of Tara Boulevard and Tara Preserve Lane
2. Southeast corner of Tara Boulevard and Tara Preserve Lane
3. Southwest corner of Tara Boulevard and Tara Preserve Lane
4. Northeast corner of Tara Boulevard and Linger Lodge Road
5. Northwest corner of Tara Boulevard and Linger Lodge Road
6. Center island and corresponding east and west landscape beds at Tara Preserve Lane and Tara Boulevard
7. Tailfeather Way entrance near Linger Lodge Road
8. Tailfeather Way entrance near Cypress Strand
9. Community center landscape

Annual installation price shall include all dead-heading, dead annual replacement, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

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

The CDD reserves the right to subcontract out any and all annual installation events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS

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

PART 1

General Landscape Maintenance  $116,860 Yr

- Storm Cleanup $25/hr (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) We will provide the man power necessary to cover sensitive plant material with in 24 hours of a threat of a freeze. Materials to be provided by the CDD. Estimated to take 64 man hours. The rate per man hour is $25.00.

$1,600/application (do not include in General Landscape Maintenance total or Grand Total)

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

$25/hr for employee with hand-held hose

$45/hr for water truck/tanker

PART 2

Fertilization (All labor and materials)  $6,970 Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SP)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>20-0-10 + PreM 50%</td>
<td>1lbs</td>
<td>1,950</td>
<td>$1,350</td>
</tr>
<tr>
<td>May</td>
<td>20-0-10 50%</td>
<td>1lbs</td>
<td>1,950</td>
<td>$1,275</td>
</tr>
<tr>
<td>October</td>
<td>20-0-10 50%</td>
<td>1lbs</td>
<td>1,950</td>
<td>$1,275</td>
</tr>
<tr>
<td>December</td>
<td>20-0-10 PreM 50%</td>
<td>1lbs</td>
<td>1,950</td>
<td>$1,275</td>
</tr>
</tbody>
</table>
### ST. AUGUSTINE (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>20-0-10 + PreM 50%</td>
<td>1lbs</td>
<td>50lbs</td>
<td>$75.00</td>
</tr>
<tr>
<td>May</td>
<td>20-0-10 50%</td>
<td>1lbs</td>
<td>50lbs</td>
<td>$75.00</td>
</tr>
<tr>
<td>July/Aug</td>
<td>0-0-14 + Full Minors</td>
<td>1lbs</td>
<td>45lbs</td>
<td>$70.00</td>
</tr>
<tr>
<td>October</td>
<td>20-0-10 50%</td>
<td>1lbs</td>
<td>50lbs</td>
<td>$75.00</td>
</tr>
<tr>
<td>December</td>
<td>20-0-10 + PreM 50%</td>
<td>1lbs</td>
<td>50lbs</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

### ORNAMENTALS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>10-4-12 50% 3Fe 2Mn 2Mg</td>
<td>10lbs</td>
<td>260lbs</td>
<td>$300</td>
</tr>
<tr>
<td>May</td>
<td>10-4-12 50% 3Fe 2Mn 2Mg</td>
<td>10lbs</td>
<td>280lbs</td>
<td>$300</td>
</tr>
<tr>
<td>October</td>
<td>10-4-12 50% 3Fe 2Mn 2Mg</td>
<td>10lbs</td>
<td>280lbs</td>
<td>$300</td>
</tr>
</tbody>
</table>

### PALMS (per specifications in Part 2)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>March</td>
<td>8-2-12 + Full Minors</td>
<td>5lbs</td>
<td>125lbs</td>
<td>$175</td>
</tr>
<tr>
<td>May</td>
<td>8-2-12 + Full Minors</td>
<td>5lbs</td>
<td>125lbs</td>
<td>$175</td>
</tr>
<tr>
<td>October</td>
<td>8-2-12 + Full Minors</td>
<td>5lbs</td>
<td>125lbs</td>
<td>$175</td>
</tr>
</tbody>
</table>

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

### SPECIALTY PLANT MATERIALS

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
</thead>
</table>

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.
PART 3

Pest Control (All labor and materials) $4,230.00 Yr
(if all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials)

$240

$_______/ Yr (based on quantities below)

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

<table>
<thead>
<tr>
<th>Palm Type</th>
<th>Palm Qty</th>
<th># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</th>
<th>Cost per Individual Inoculation</th>
<th>Total Cost per Year (4x per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canary</td>
<td>1</td>
<td>2</td>
<td>$30.00</td>
<td>$240</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

The CDD reserves the right to subcontract out any and all OTC Injection events.
**PART 4**

**Irrigation (All labor and materials) $12,000 /Yr**

Freeze Protection (description of ability) **It will take approximately 2 hours to shut the system down.**

$76.00 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $48.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

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

Typical Valve Repairs - $150-$250

All major repairs will require an written estimate and approval prior to performing the work.

Irrigation laborer $38.00 per man hour. Advanced Technical / Trouble Shooting $48.00 per man hour.


**PART 5**

**Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $16,800 / Yr**

(Do not include in Grand Total)

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

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

54.00 CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at $8,400 /CY (app. April)

And

54.00 CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at $8,400 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"
PART 6

Annual Installation  (All labor and materials)

Contractor shall install 1,500 (4") annuals up to three (3) times per year per specs at the direction of the District at $ 2.00/annual plant  
3,000
$ ________________/rotation
9,000
$ ________________/Yr (if all rotations are performed)

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 and the five (5) Optional Areas listed on next page - This is what contract will be written for)

140,060
$ ________________/Yr (initial term)

FIRST ANNUAL RENEWAL $ ________________/Yr
142,860
SECOND ANNUAL RENEWAL $ ________________/Yr
145,720

West Bay Landscape, Inc.
Contractor/Firm Name __________________________________________
6009 15th St. E.
Firm Address __________________________________________
Bradenton, FL 34203
City/State/Zip __________________________________________
941-753-8225 941-727-8416
Phone Number Fax Number

Name and Title of Representative Ronald Sikkema
(Please Print)
Representative’s Signature ____________________________
02/17/2014
Date ____________________________

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

Yes 1. 2. 3. 4. 5.
Dated this 17 day of February, 2014
58
TARA
COMMUNITY DEVELOPMENT DISTRICT
INVITATION FOR PROPOSALS
BID FORM

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

ADDENDUM # 1

PART 1. 9). ENCROACHMENT RECAPTURE

$ 11,072 /Yr. (amount based on scope). The CDD reserves the right to subcontract out any and all Encroachment Recapture.

PART 3. PEST CONTROL

Top Choice $ 576 /Yr. (Amount based on scope). The CDD reserves the right to subcontract out any and all Top Choice applications.

Date: 02-07-2014
West Bay Landscape, Inc.
Profit & Loss
March 2013 through January 2014

Ordinary Income/Expense

Income
601 · LANDSCAPE MAINTENANCE 4,493,927
603 · PEST CONTROL 643,536
604 · IRRIGATION SYSTEMS 688,398
Total Income 5,805,861

Cost of Goods Sold
701 · MATERIALS 593,432
702 · SUB CONTRACT 159,461
709 · PRODUCTIVE LABOR 1,350,425
710 · Managers/Foremen 1,029,943
Total COGS 3,133,263

Gross Profit 2,672,599

Expense
852a · Auto & Truck Expense 175,186
855 · TRACTOR & MOWER EXPENSE 67,282
856a · Business Development Expense 53,683
885 · BUILDING REPAIRS & MAINTENANCE 8,714
868 · 6015 Expense 25,686
878 · DEPRECIATION 176,000
885a · EMPLOYEE EXPENSE 661,818
896 · LIABILITY INSURANCE 36,390
903 · INTEREST 317
915a · OFFICE EXPENSE 415,295
916 · MISCELLANEOUS 90
920a · OFFICER EXPENSE 311,959
932a · JOB SITE / SHOP SUPPLIES 39,661
936a · FUEL EXPENSE 238,416
Total Expense 2,211,697

Net Ordinary Income 460,901

Other Income/Expense

Other Income
954 · GAIN/(LOSS) SALE OF ASSET 1,400
957 · INTEREST INCOME 91
Total Other Income 1,491

Net Other Income 1,491

Net Income 462,393
West Bay Landscape, Inc.
Balance Sheet
As of January 31, 2014

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Jan 31, 14</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Checking/Savings</td>
<td>458,770.07</td>
</tr>
<tr>
<td>Total Checking/Savings</td>
<td>458,770.07</td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
<tr>
<td>107 - PETTY CASH</td>
<td>1,500.08</td>
</tr>
<tr>
<td>132 - LOANS RECEIVABLE-EMPLOYEES</td>
<td>11,817.09</td>
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<tr>
<td>351 - GOODWILL</td>
<td>20,000.00</td>
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<tr>
<td>355 - LAND &amp; DEVELOPMENT COSTS</td>
<td>115,730.61</td>
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<tr>
<td><strong>Total Other Current Assets</strong></td>
<td>149,047.78</td>
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<tr>
<td><strong>Total Current Assets</strong></td>
<td>607,817.85</td>
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<tr>
<td>Fixed Assets</td>
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<tr>
<td>TOTAL FIXED ASSETS</td>
<td>2,719,166.91</td>
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<tr>
<td>280 - ALLOWANCE FOR DEPRECIATION</td>
<td>-2,396,750.12</td>
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<tr>
<td>285 - LAND</td>
<td>-7,967.50</td>
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<tr>
<td><strong>Total Fixed Assets</strong></td>
<td>314,429.29</td>
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<tr>
<td>Other Assets</td>
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<tr>
<td>262 - Leasehold Improvements</td>
<td>23,502.98</td>
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<tr>
<td><strong>Total Other Assets</strong></td>
<td>23,502.98</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>945,750.12</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES &amp; EQUITY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td></td>
</tr>
<tr>
<td>402 - ACCOUNTS PAYABLE</td>
<td>17,904.00</td>
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<tr>
<td><strong>Total Accounts Payable</strong></td>
<td>17,904.00</td>
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<tr>
<td>Other Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>516 - Note Payable BBT</td>
<td>106,918.76</td>
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<tr>
<td><strong>Total Other Current Liabilities</strong></td>
<td>106,918.76</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>124,822.76</td>
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<tr>
<td><strong>Total Liabilities</strong></td>
<td>124,822.76</td>
</tr>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>554 - CAPITAL STOCK ISSUED</td>
<td>500.00</td>
</tr>
<tr>
<td>599 - Retained Earnings</td>
<td>358,034.03</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>462,392.73</td>
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<tr>
<td><strong>Total Equity</strong></td>
<td>820,926.76</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
<td>945,749.52</td>
</tr>
</tbody>
</table>
WEST BAY LANDSCAPE, INC.

MISSION STATEMENT

A landscape management contractor establishing superior customer relations through integrity, knowledge, quality of work, profitability and consistency of performance, in order to meet or exceed our client's expectations.
Contractor Qualifications

Other Resources

West Bay LANDSCAPE
LANDSCAPE CONTRACTOR'S QUALIFICATION STATEMENT

West Bay Landscape is a Florida Corporation. Our organization has been in business as a Landscape Grounds Management Contractor, under its present business name and address since 1983.

Date of Incorporation: February 1983
State of Incorporation: Florida
President's Name: Ronald Sikkema
Vice-President's Name: Ronald Leunk

Employees:
Number of full-time, non-office employees: 100+

Operation:
A. Operation Center: Bradenton, FL, 11,500 Sq Ft facility on 6 acres
B. Divisions: Landscape Maintenance, Irrigation Installation and Service, Horticulture services including Fertilization and Pest Control, Landscape Enhancements.

"Experience of the principal and other individuals in our organization."

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Present Position</th>
<th>Years Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Sikkema</td>
<td>President</td>
<td>35 yrs</td>
</tr>
<tr>
<td>Ron Leunk</td>
<td>Vice President</td>
<td>35 yrs</td>
</tr>
<tr>
<td>Joel French</td>
<td>Irrigation Manager</td>
<td>22 yrs</td>
</tr>
<tr>
<td>Terry Lipman</td>
<td>IPM Manager</td>
<td>27 yrs</td>
</tr>
<tr>
<td>Ed Coil</td>
<td>Business Development</td>
<td>13 yrs</td>
</tr>
<tr>
<td>Mike Hernandez</td>
<td>Account Manager</td>
<td>27 yrs</td>
</tr>
<tr>
<td>Jon Miller</td>
<td>Account Manager</td>
<td>20 yrs</td>
</tr>
<tr>
<td>Jody Nelson</td>
<td>Account Manager</td>
<td>27 yrs</td>
</tr>
<tr>
<td>Steve Alicky</td>
<td>Account Manager</td>
<td>29 yrs</td>
</tr>
<tr>
<td>Doug McDuffie</td>
<td>Design &amp; Build Manager</td>
<td>3 yrs</td>
</tr>
</tbody>
</table>

Certifications & Licenses Held:
Certified Pest Control Operators
Certified Arborist
Licensed Irrigation Contractor
Degreed Landscape Architect and Urban Planning
Best Management Practices Instructor
West Bay Personel BMP Certified
Bank References:  
BB&T  
6208 14th St W  
Bradenton, FL 34207  
Michele Pilcher (941) 758-8560

Insurance Limits:
WESTFIELD INSURANCE COMPANY  
General Liability  
General Aggregate  $2,000,000.00  
Products-Comp/Op Agg  $2,000,000.00  
Personal & Adv. Injury  $1,000,000.00  
Each Occurrence  $1,000,000.00  
Damage to Rented Premises  $50,000.00  
Medical Expense  $5,000.00

WESTFIELD INSURANCE COMPANY  
Automotive Liability  Each Occurrence  $1,000,000.00

WESTFIELD INSURANCE COMPANY  
Excess/Umbrella Liability  Each Occurrence  $1,000,000.00  
Aggregate  $1,000,000.00

BRIDGEFIELD EMPLOYERS INSURANCE  
Worker's Compensation  Each Accident  $1,000,000.00  
Disease – Policy Limit  $1,000,000.00  
Disease – Each Employee  $1,000,000.00

Equipment Owned:  
37  Pickup Trucks (open & dump beds)  
2  1 Ton Large/Heavy Trucks  
2  1 Ton 600 – Gallon Spray Trucks  
4  300 – Gallon Spray Rigs  
24  Utility & Equipment Trailers  
1  Trencher  
47  Commercial Mowers (36-60")  
5  Push Mowers  
3  Kubota Tractors  
1  Kubota Front End Loader  
1  6' Bushhog Mower  
2  Utility Carts  
4  Tractor Spreaders  
12  Street Blowers  
200+  Full range of line trimmers, blowers, hedge trimmers, edgers, chain saws  
30+  Backpack Sprayers  
  Full range other miscellaneous tools and equipment
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOTconstitute a contract between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.

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

PRODUCER
Bradenton Insurance, Inc.
1430 Ballard Park Drive West
Bradenton, FL 34205-6719
Robert J. Wentzell
941-748-0511
941-748-6444

CONTACT NAME:
PHONE:
PHONE (Alt. No. Ext.):
EMAIL:

INSURER(S) AFFORDING COVERAGE
INSURER A: Westfield Insurance Co
24112

INSURED
West Bay Landscape Inc
6009 15th St E
Bradenton, FL 34203

COVERAGES CERTIFICATE NUMBER:

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

<table>
<thead>
<tr>
<th>RISK</th>
<th>TYPE OF INSURANCE</th>
<th>RISK SUBR</th>
<th>INSR (W/Y)</th>
<th>POLICY NUMBER</th>
<th>POLICY ISSUE (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>CLAIMS MADE</td>
<td>X OCCUR</td>
<td>TRA1612685</td>
<td>03/28/13</td>
<td>03/28/14</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence)</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
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<tr>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMPOF AGG</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO ALLOWED AUTOS</td>
<td>SCHEDULED AUTOS NON-OWNED AUTOS</td>
<td>TRA1612685</td>
<td>03/28/13</td>
<td>03/28/14</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>A</td>
<td>EXCESS LIAB CLAIMS-MADE</td>
<td>OCCUR</td>
<td>TRA1612685</td>
<td>03/28/13</td>
<td>03/28/14</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION</td>
<td>Y/N</td>
<td>10648590</td>
<td>01/01/13</td>
<td>01/01/14</td>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/Partner/EXECUTIVE OFFICE/MEMBER EXCLUDED?</td>
<td>Mandatory in NH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td>IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
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</tbody>
</table>

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

CERTIFICATE HOLDER

INFORMATIONAL PURPOSE ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
CITY OF BRADENTON
COMPETENCY LICENSE
# CU275042
FRENCH, JOEL K
6009 15TH ST E - BRADENTON, FL 34203
has met all current requirements for holding a citywide
Certificate of Competency and is a duly certified
IRRIGATION
Contractor in good standing until: 9/30/2014
DATE OF ISSUE: 10/28/2003
BUILDING OFFICIAL:

CONTRACTOR'S OPERATING CERTIFICATE
SARASOTA COUNTY
REGISTERED IRRIGATION CONTRACTOR
EXPIRES: 09/30/2014
LICENSE# RGLAIR - SIS-A1048
FRENCH, JOEL K
WEST BAY LANDSCAPE, INC.
6009 15TH STREET E
BRADENTON FL 34203

NAME, ADDRESS OR STATUS CHANGE MUST
BE SENT TO THIS OFFICE WITHIN 30 DAYS
MAIL TO: PLANNING & DEVELOPMENT SERVICES
BUSINESS CENTER
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34240
(941) 861-6126

Signature: [Signature]

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Cut Off Here
Certificate of Training
Best Management Practices
Florida Green Industries
Instructor

The undersigned hereby acknowledges that

Terry L. Lipman

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey
Issuer

D. Rainey
Instructor

12/20/2010
Date of Class

Heather Ritchie
DEP Program Administrator

Not valid without seal
International Society of Arboriculture
Certified Arborist.

Terry Lipman

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

D. Glenn
Certification Board, Chair
International Society of Arboriculture

Jim Skiera, Executive Director
International Society of Arboriculture

FL-5982A
Certificate Number
Dec 13, 2008
Certified Since
Dec 31, 2014
Expiration Date
Certificate of Graduation

presented to

Terry Lipman

for successfully completing the
28-hour training course for landscape designers and installers, granted this
26th day of February 2002.

[Signature]
Mark E. Shelby
Urban Horticulture Extension Agent

[Signature]
Michael J. Hoisington
County Extension Director

UNIVERSITY OF FLORIDA
EXTENSION
Institute of Food and Agricultural Sciences
Tab 2
## TARA Pond Bank Restoration
### Bid Form

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pond 1 - Excavate Channel from southwest Headwall across littoral shelf for positive flow</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pond 2 - Backfill breached areas at Outfall Weir at southwest corner of pond and sod</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pond 5 - Outfall Control Weir on southeast corner, add backfill in front of weir to provide 6&quot; clearance under skimmer. Add backfill on back side of weir, add filter cloth and rip rap to notch elevation.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pond 5 - Headwall on north side, cut off lifting rings on back side of structure, add epoxy, backfill and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Pond 6 - Outfall Weir on north side, backfill breach around east and west end of wing walls, provide 6&quot; clearance under skimmer in front of weir, sod backfilled areas.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Pond 7 - Outfall Control Structure on southwest corner, remove excess debris in front of and on skimmer, provide 6&quot; clearance under skimmer</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Pond 7 - Headwall on northwest corner, seal the joint between the pipe and headwall, add fill in front of headwall, add filter fabric and rip rap.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Pond 8 - Outfall Control Structure on southwest corner, add fill to wingwall and sod. Cut back vegetation in downstream channel 10' from structure.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Pond 9 - Headwall on southeast corner, remove silt in front of headwall, backfill eroded areas behind headwall and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Pond 9 - Outfall Control Structure at northwest corner, add backfill against wingwall adjacent to cart path to original condition and sod</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Pond 10 - Outfall Weir on west side, backfill breach on south end of wingwall and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Pond 12A - Outfall Control Structure on west side, seal leak in control structure that is allowing fill to migrate on the north and south side of the structure, backfill and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Pond 12A - Outfall Headwall on west side downstream of Control Structure, remove vegetation 10' around headwall.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
</tbody>
</table>
## TARA Pond Bank Restoration
### Bid Form

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
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<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Pond 13 - Outfall Weir on west side, backfill breach on north end of wingwall and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Pond 14 - Outfall Control Structure at northwest corner, clean downstream channel to provide positive flow.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Pond 14 - Headwall on west side, remove buildup and silt from pipe, backfill behind headwall and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Pond 15 - Outfall Headwall south of southwest corner of pond, remove vegetation 10’ around headwall.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Pond 15 - Headwall on northwest corner, remove debris from in front of headwall.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Pond 17 - Outfall Control Structure on southwest corner, seal crack in wingwall with hydraulic cement, cut off lifting ring on east end and epoxy grout to seal.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Pond 17 - Clear vegetation in downstream channel from Outfall Control Structure 10’ from Headwall.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Pond 18 - Outfall Control Structure in Preserve at northeast corner, remove vegetation 10’ around structure.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Pond 18 - Outfall Control Headwall on west side, remove vegetation 10’ around structure.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Pond 20 - Cart path at south end of lake, add backfill, add filter fabric add 4&quot; geoweb fabric to extend bank to provide 1’ flat area and 4:1 slope down bank.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Pond 21 - Outfall Weir on west side, excavate swale in downstream channel to achieve positive drainage from weir, add filter fabric and rip rap.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Pond 22 - Outfall Weir on north side, remove vegetation behind weir, remove silt fence downstream of weir.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Pond 24 - Headwall on south side, excavate behind headwall and seal gap in joint between headwall and pipe, also seal gap inside of headwall with hydraulic cement, backfill and sod.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
</tbody>
</table>
# TARA Pond Bank Restoration

## Bid Form

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Pond 24 - Headwall on east side, excavate behind headwall and seal gap in joint between headwall and pipe, also seal gap inside of headwall with hydraulic cement, backfill and sod.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>28</td>
<td>Pond 26 - Outfall Control Structure on northeast corner, add backfill along north wingwall to match existing bank and provide additional area next to cart path and sod.</td>
<td></td>
<td></td>
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<tr>
<td>29</td>
<td>Pond 26 - Headwall at northwest corner, remove the vegetation within the pipe and seal the joint with hydraulic cement.</td>
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<tr>
<td>30</td>
<td>Pond 26 - Storm Junction Box northwest of pond, cut off lifting rings and epoxy grout over exposed steel.</td>
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<tr>
<td>31</td>
<td>Pond 29 - Outfall Control Structure on southeast side, remove filter fabric from under grate, clear vegetation at downstream Headwall 10' from structure.</td>
<td></td>
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<tr>
<td>32</td>
<td>Pond 29 - Headwall on southwest corner, remove buildup of material in front of headwall.</td>
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<tr>
<td>33</td>
<td>Pond 40 - Headwall on west side, remove silt from pipe and backfill eroded areas behind headwall and sod.</td>
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<tr>
<td>34</td>
<td>Pond 42 - Outfall Weir on east side, add fill in front of weir at least 8' and up to within 6&quot; of bottom of skimmer, add fill on back side of weir, add filter fabric and rip rap up to elevation of notch.</td>
<td></td>
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<tr>
<td>35</td>
<td>Pond 43 - Outfall Control Headwall on north side, remove vegetation 10' around structure.</td>
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<tr>
<td>37</td>
<td>Pond 46 - Headwall on east side, add backfill in front of structure in sump area, add filter fabric and rip rap</td>
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<tr>
<td>38</td>
<td>Pond 46 - Cut swale to connect to lake at southeast corner to drain low area and sod swale.</td>
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<tr>
<td>Bid Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Total</td>
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<tr>
<td>40</td>
<td>Pond 47 - Headwall on south side, add backfill in front of structure, add filter fabric and rip rap.</td>
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<tr>
<td>41</td>
<td>Pond 48 - Outfall Discharge Headwall on northwest side, remove vegetation 10' around structure.</td>
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<tr>
<td>42</td>
<td>Pond 48 - Headwall on south side near east end, add backfill in front of structure, add filter fabric and rip rap.</td>
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<td>LS</td>
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<tr>
<td>43</td>
<td>Pond 50 - Headwall on west side, add fill in front of structure, add filter fabric and rip rap.</td>
<td>1</td>
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<tr>
<td>44</td>
<td>Pond 50 - Headwall on southwest side, add fill in front of structure, add filter fabric and rip rap.</td>
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<tr>
<td>45</td>
<td>Junction Box near #3 Tee, cut off lifting rings and epoxy grout over exposed steel.</td>
<td>1</td>
<td>LS</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

Contractor: _____________________________________________

**Bids are due by February 24, 2012 at 2:00 PM**
Blank Tab
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Pond 1 – Headwall on southwest corner (Bid Item 1)

Pond 2 – Outfall Weir on southwest corner (Bid Item 2)

Pond 5 – Outfall Control Weir on southeast corner (Bid Item 3)

Pond 5 – Headwall on north side (Bid Item 4)
Pond 6 – Outfall Weir on north side (Bid Item 5)

Pond 7 – Outfall Control Structure on southwest corner (Bid Item 6)

Pond 7 – Headwall on northwest corner (Bid Item 7)

Pond 8 – Outfall Control Weir on southwest corner (Bid Item 8)
Pond 9 – Headwall on southeast corner (Bid Item 9)

Pond 10 – Outfall Weir on west side (Bid Item 10)

Pond 10 – Outfall Control Structure on west side (Bid Item 11)

Pond 12A – Outfall Control Structure on west side (Bid Item 12)
Pond 12A – Outfall Headwall on west side (Bid Item 13)

Pond 13 – Outfall Weir on west side (Bid Item 14)

Pond 14 – Outfall Channel on northwest corner (Bid Item 15)

Pond 14 – Headwall on west side (Bid Item 16)
Pond 15 – Outfall Headwall southwest of pond (Bid Item 17)

Pond 15 – Headwall on northwest corner (Bid Item 18)

Pond 17 – Outfall Control Structure on southwest corner (Bid Item 19)

Pond 17 – Outfall Control Structure on southwest corner (Bid Item 19)
Pond 17 – Downstream of Outfall on southwest corner (Bid Item 20)

Pond 18 – Outfall Control Headwall on west side (Bid Item 22)

Pond 18 – Outfall Control Structure in Preserve at NE corner (Bid Item 21)

Pond 20 – Cart Path at south end (Bid Item 23)
Pond 21 – Outfall Weir on west side (Bid Item 24)

Pond 22 – Outfall Weir on north side (Bid Item 25)

Pond 24 – Headwall on south side (Bid Item 26)

Pond 24 – Headwall on east side (Bid Item 27)
Pond 26 – Outfall Control Structure on northeast corner (Bid Item 28)

Pond 26 – Headwall at northwest corner (Bid Item 29)

Pond 26 – Junction Box northwest of pond (Bid Item 30)

Pond 29 – Outfall Control Structure on southeast side (Bid Item 31)
Pond 29 – Outfall Headwall on southeast side (Bid Item 31)

Pond 40 – Headwall on west side (Bid Item 33)

Pond 29 – Headwall on southwest corner (Bid Item 32)

Pond 42 – Outfall Weir on east side (Bid Item 34)
Pond 43 – Outfall Control Headwall on north side (Bid Item 35)

Pond 45 – Headwall on north side (Bid Item 36)

Pond 46 – Headwall on east side (Bid Item 37)

Pond 46 – Swale at southeast corner (Bid Item 38)
Pond 47 – Headwall on east side (Bid Item 39)

Pond 47 – Headwall on south side (Bid Item 40)

Pond 48 – Outfall Discharge Headwall on northwest side, (Bid Item 41)

Pond 48 – Headwall on south side (Bid Item 42)
Pond 50 – Headwall on west side (Bid Item 43)

Pond 50 – Headwall on southwest corner (Bid Item 44)

Junction Box next to #8 Tee (Bid Item 45)